

## CITY COUNCIL MEETING

### August 16, 2016 – Agenda

Mt. Si Senior Center, 411 Main Ave. S., North Bend, Washington



7:00 P.M. – CALL TO ORDER, ROLL CALL, FLAG SALUTE

#### RECESS COUNCIL MEETING

1) Special Meeting of the North Bend Transportation Benefit District	Mr. Loudenback, Chair	Pg.# 1
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#### RECONVENE COUNCIL MEETING

#### CONSENT AGENDA:

2) Minutes	Council Workstudies of May 24, 2016 & June 28, 2016 & Council Meeting of July 19, 2016	Pg.# 9
3) Payroll	July 20, 2016 – 27500 through 27506, in the amount of \$157,126.92 August 5, 2016 – 27507 through 27513, in the amount of \$195,601.48	
4) Checks	August 2, 2016 – 63087 through 63155, in the amount of \$365,826.39 August 16, 2016 – 63156 through 63197, in the amount of \$166,640.13	
5) AB16-084	Motion – Approving 2017/2018 Budget Calendar	Ms. Masko 21
6) AB16-085	Resolution – Accepting Miners Ridge Infrastructure Improvements	Mr. Rigos 25
7) AB16-086	Resolution – Awarding Contract to Pacific Ace RE Parks Improvements	Mr. Rigos 35
8) AB16-087	Ordinance – Amending 2015-2016 Budget	Ms. Masko 43

CITIZEN'S COMMENTS: (Please restrict comments to 3 minutes)

#### ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

9) AB16-088	Youth Appointment to Parks Commission	Mayor Hearing	53
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#### COMMISSION AND COMMITTEE REPORTS:

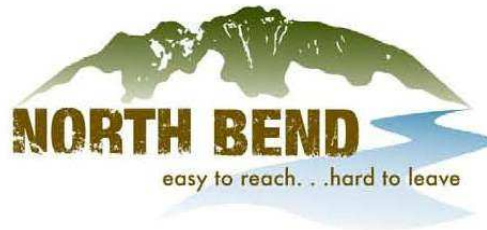
Planning Commission	Community & Economic Development – Councilmember Pettersen
Parks Commission	Finance & Administration – Councilmember Rosen
Economic Development Commission	Public Health & Safety – Councilmember Gothelf
	Transportation & Public Works – Councilmember Loudenback
	Mayor Pro Tem – Councilmember Loudenback
	Eastside Fire & Rescue Board – Councilmember Gothelf

#### INTRODUCTIONS:

10) AB16-089	Motion – Authorizing City Hall Professional Services Agreements	Ms. Lindell	57
11) AB16-090	Resolution – Authorizing DEA with Polygon for Cottages at North Bend	Mr. Rigos	83
12) AB16-091	Resolution – Authorizing ILA with Snoqualmie Valley Cities RE Emergency Management Organization	Mr. Rigos	155
13) AB16-092	Ordinance – Amending NBMC 8.26 RE Construction Hours	Ms. Lindell	167

**MAYOR, COUNCIL & ADMINISTRATOR CONCERNS AND INITIATIVES:** (Business and general information presented that may be deliberated upon by the Council. Formal action may be deferred until a subsequent meeting; immediate action may be taken upon a vote of a majority of all members of the Council.)

#### ADJOURNMENT:



### **NOTICE OF SPECIAL TBD BOARD MEETING**

Notice is hereby given that the North Bend Transportation Benefit District No. 1 Board has scheduled a Special Meeting on Tuesday, August 16, 2016 at Mt Si Senior Center, 411 Main Ave. S, at approximately 7:05 p.m.

For additional information please contact the City Clerk at (425) 888-7627.

Posted August 11, 2016

#### **TBD BOARD MEETING**

##### **August 16, 2016 – AGENDA**

Mt Si Senior Center, 411 Main Ave. S., North Bend, Washington  
7:05 p.m. (Time Approx.)

- 1) **Call To Order, Roll Call** Mr. Loudenback, Chair of the Board
- 2) **Minutes**
  - Approval of November 3, 2015 Board Meeting Minutes
- 3) **AB16-01 – Motion Approving 2017 Budget Calendar** Ms. Masko
- 4) **Adjournment**



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CITY OF NORTH BEND  
TRANSPORTATION BENEFIT DISTRICT (TBD)  
SPECIAL MEETING MINUTES  
**November 3, 2015 – 7:02 p.m.**  
Mt. Si Senior Center, 411 Main Ave. S., North Bend, WA

Chair Dee Williamson called the meeting to order at 7:02 p.m.

Board Members Alan Gothelf, Ryan Kolodejchuk, Ross Loudanback, Jeanne Pettersen, Jonathan Rosen and Dee Williamson were present. Board Member David Cook was excused.

**Staff Present:** Mayor Ken Hearing, City Administrator Londi Lindell, Assistant City Administrator/Finance Director Dawn Masko, Public Works Director Mark Rigos, Community & Economic Development Director Estep and City Clerk Susie Oppedal.

Board Member Loudanback **MOVED**, seconded by Board Member Gothelf to approve the minutes of the August 4, 2015 special meeting as presented. The motion **PASSED** 6-0.

**AB15-02 – Public Hearing, Resolution 01-2015 Adopting 2016 Budget**

No staff report was provided.

**Chair Williamson opened the Public Hearing on the adoption of the 2016 TBD Budget at 7:03 p.m. There were no public comments and the Chair closed the Public Hearing at 7:03 p.m.**

Board Member Gothelf **MOVED**, seconded by Board Member Pettersen to approve AB15-02, a resolution adopting the TBD 2016 Budget. The motion **PASSED** 6-0.

**Adjournment**

The meeting adjourned at 7:04 p.m.

ATTEST:

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Dee Williamson  
Chair

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Susie Oppedal  
City Clerk



**NORTH BEND TRANSPORTATION BENEFIT DISTRICT No. 1**

<b>SUBJECT:</b>	<b>Agenda Date: August 16, 2016</b>		<b>TBD AB16-01</b>
<b>Motion to Approve 2017 Budget Calendar and setting a Public Hearing Date of November 15<sup>th</sup> for the proposed 2017 TBD Budget</b>	Department/Committee/Individual		
	TBD Chair – Ross Loudenback		
	City Administrator – Londi Lindell		
	City Attorney - Mike Kenyon		
	City Clerk – Susie Oppedal		
	Community & Economic Development – Gina Estep		
	Finance – Dawn Masko		X
	Public Works – Mark Rigos		
Cost Impact: N/A			
Fund Source: N/A			
Timeline: Immediate			
<b>Attachments:</b> Budget Calendar			
<p>SUMMARY STATEMENT:</p> <p>The North Bend Transportation Benefit District (TBD) is required to adopt an annual budget by December 31<sup>st</sup> of each year. To simplify the TBD budget process and closely coordinate these activities with the City of North Bend, the key steps and timing will attempt to mirror that of the City's budget process.</p> <p>The attached budget calendar outlines dates to meet these requirements. A public hearing on the TBD 2017 Budget along with potential adoption is proposed for the November 15<sup>th</sup> TBD Special Meeting.</p>			
<p>RECOMMENDED ACTION: <b>MOTION to approve AB16-01, approving the 2017 Budget Calendar and setting a Public Hearing Date of November 15<sup>th</sup> for the proposed 2017 TBD Budget.</b></p>			
<b>RECORD OF TBD ACTION</b>			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
August 16, 2016			



**NORTH BEND TRANSPORTATION BENEFIT DISTRICT  
2017 BUDGET PROCESS CALENDAR**

**AUGUST**

16<sup>th</sup> (Tuesday) (Special TBD Meeting)

- Motion approving 2017 Budget Calendar
- Motion setting Public Hearing date

**OCTOBER**

3<sup>rd</sup> (Monday)

- 2017 Preliminary Budget to TBD Board and available to public

**NOVEMBER**

2<sup>nd</sup> (Wednesday)

- Preliminary Budget & Budget Message to be filed with TBD Board and Clerk of the Board

15<sup>th</sup> (Tuesday) (Special TBD Meeting)

- 2017 Preliminary Budget Presentation
- Public Hearing – 2017 Annual Budget
- TBD Board Adoption of 2017 Annual Budget Resolution





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CITY OF NORTH BEND  
CITY COUNCIL  
WORKSTUDY NOTES  
**May 24, 2016 – 7:00 p.m.**  
City Hall Conference Room, 211 Main Ave. N., North Bend, WA

Mayor Pro Tem Loudenback called the meeting to order at 7:00 p.m.

Councilmembers Brenden Elwood, Alan Gothelf, Trevor Kostanich, Ross Loudenback, Jeanne Pettersen, and Martin Volken were present. Councilmember Jonathan Rosen was excused.

**Staff Present:** Mayor Ken Hearing, Administrator Londi Lindell, Public Works Director Mark Rigos, Community & Economic Development Director Gina Estep, and Records Coordinator Kym Smith.

**Six Year Transportation Improvement Program 2017-2022**

Public Works Director Rigos reviewed the Six Year Transportation Improvement Program (TIP) for 2017-2022. He noted the top projects were as follows:

1. Park Street Roundabout
2. Downtown Plaza
3. North Bend Way Curb, Gutter & Landscape
4. NW 14<sup>th</sup> Street
5. NE 12<sup>th</sup> Street
6. Ballarat Avenue
7. Southfork Avenue Extension
8. Second Street Sidewalk/Storm/Drain
9. Bendigo Traffic Reconfiguration
10. Bendigo Boulevard/4<sup>th</sup> Street Reconfiguration

Mr. Rigos noted the above priorities may change as funding and/or grants became available for projects, or if a project addressed a public health and safety concern. Currently Mr. Rigos was waiting to hear if the City would receive a \$15 million dollar grant from King County Flood Control District and Department of Ecology for Project #7 - Southfork Avenue Extension Project. He noted the City would be notified by mid-June if it was selected.

Mr. Rigos also explained he would like start a Downtown Communication Plan (DCP) which would facilitate notification of all new construction projects to affected residents.

After discussion, Council recommended no changes to the TIP priority list. However, they requested staff compare the City's Trail Plan and Parks Improvement Plan with projects on the TIP to ensure cohesiveness with the trails from each plan.

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**Update on Heartland Partnering for Park**

Community & Economic Development Director Estep reported the City had recently partnered with Si View Metropolitan Park District and King County Parks in submitting for a \$1 million dollar Conservation Futures Grant from the Washington Wildlife Recreation Program (WWRP) which would be used to purchase a piece of property for an outdoor recreation facility.

Ms. Estep noted the property was currently owned by Heartland and was located south of I-90 at the end of Ribary Way. The developer discovered the area contained bedrock which would make it difficult to build and ensure tree preservation. She explained King County Parks became interested in the area for a regional trailhead to provide the public with additional access to Rattlesnake Mountain, and about 15,000 acres of public lands. North Bend's interest would be a mountain bike park and tree canopy education which could be in the form of low impact zip lines or similar activity. Ms. Estep also informed Council that Evergreen Mountain Bike Alliance would donate 2,000 in-kind man hours to build trails and that within a year to a year and a half the area could possibly have a mountain bike destination for outdoor enthusiasts.

She concluded by informing all that she had just learned the Conservation Future Committee was recommending full funding, which was a first for the organization.

**Next Steps on Council Requested Code Amendments to Implement Vision**

Community & Economic Development Director Estep briefly summarized the April 26<sup>th</sup> workstudy in order to clarify the direction Council would like to proceed forward with regarding the Cottage Residential Zone. Ms. Estep passed out a worksheet schedule and budget related to the zone changes and reviewed it with Council.

After discussion, Council requested staff ensure the zone contained a mixture of cottages, Low Density Residential and townhomes reminiscent of the Beaux Arts community. Ms. Estep explained the proposed changes would include keeping as much tree preservation as possible.

Ms. Estep noted she would provide the final draft related to the Cottage Residential Zone for Council input at the June 28<sup>th</sup> Workstudy.

After receiving permission to speak from Councilmembers, John Day expressed concern that the municipal code changes would have an impact on his potential investment in the Cottage zone.

**Adjournment**

The workstudy closed at 8: 45 p.m.

ATTEST:

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Ross Loudonback, Mayor Pro Tem

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Kym Smith, Records Coordinator

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<p>CITY OF NORTH BEND CITY COUNCIL WORKSTUDY NOTES <b>June 28, 2016 – 7:00 p.m.</b> City Hall Conference Room, 211 Main Ave. N., North Bend, WA</p>
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Acting Mayor Pro Tem Gothelf called the meeting to order at 7:00 p.m.

Councilmembers Brenden Elwood, Alan Gothelf, Trevor Kostanich, Jeanne Pettersen, Jonathan Rosen and Martin Volken were present. Councilmember Ross Loudanback was excused.

**Staff Present:** Mayor Ken Hearing, City Administrator Londi Lindell, Community & Economic Development Director Gina Estep, Building Official David Spencer and Records Coordinator Kym Smith.

**Guest Speakers:** Craig Glazier from Glazier, LLC; Eric Schmidt and David Bader of Cascade Design Collaborative.

#### **Downtown Revitalization Update**

Acting Mayor Pro Tem Alan Gothelf introduced Mr. Craig Glazier of Glazier LLC, who owns various downtown buildings on North Bend Way.

Mr. Glazier informed Council and Staff he has been living out of state for the past 15 years with his family, which made it difficult to keep up on the family owned properties on North Bend Way. Currently, he was in the process of moving back to the Snoqualmie Valley and looked forward to working with Council and Staff regarding improvements to the properties. Additionally, Mr. Glazier informed Council he had been in contact with several wineries and restaurants that were interested in the property located at 116 West North Bend Way.

Council thanked Mr. Glazier for the update and commented they looked forward to seeing improvements made to the properties in the next few months.

#### **Cottage Site Design Parameters**

Community & Economic Development Director Estep thanked Council for allowing her the opportunity to work with Mr. Schmidt and Mr. Bader from Cascade Design Collaborative. She reported to date they have mainly focused on the actual Cottage Development Zone located in the area of North Bend Way and Cedar Falls Way, and when working on ideas for the zone made sure they reflected Council's goal of retaining the rural character of North Bend.

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Ms. Estep introduced Eric Schmidt, who explained the parameters they were looking at were single lots with a single home, duplex or triplex, and cottage clusters. He noted roadways would connect to existing roads with winding curves with a limited amount of asphalt and residential units would have lots of open space with the goal of retaining the view of Mt Si.

Mr. Schmidt reviewed an example layout of a cottage housing development. Council expressed concern that the drawing showed an inadequate amount of green space and central gathering spaces and all the units appeared to be the same. Mr. Schmidt explained the “sea of sameness” could be eliminated by using different types of typologies and 6,000 and 8,000 foot lots.

Council suggested the following key elements pertaining to Cottages and Single Family Residential development:

**Cottages**

- Require some ramblers / mix of 1 & 1.5 Stories
- Require 6/12 - different roof pitch
- Mix front yard setbacks
- Limit 50% lot coverage
- Up exterior number of plan variations
- Limit the amount of homes at 25'
- Tree preservation

**Single Family Residential**

- Require some ramblers
- Mix of 1 and 2 story
- 29'
- Up exterior home variation
- Varied lot sizes 6000-9000
- % of lot sizes – 6000, 7500, 9000
- Lot widths and shapes varied
- Tree preservation
- Existing home provision
- Eliminate 3-plex
- Orient homes/clusters to views
- Ensure only that SF is built within Cottage Clusters

After discussion, Council requested Ms. Estep draft the new North Bend Municipal Code regarding the Cottage Residential Zone and bring it back to a future Council Workstudy for review.

**Direction on Park Street Beautification**

Community & Economic Development Director Estep recapped the 2016 decision card, which allowed for minor improvements and beautification of Park Street. After evaluating Park Street, City Staff and Consultant Mr. Schmidt concluded the sidewalks on Park Street were too narrow, which eliminated simple improvements such as potted planters.

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In light of this information, Ms. Estep requested Council consider alternate improvements for the following areas:

1. Corner of Park Street and Bendigo
2. Main Avenue South
3. Entrance to William Taylor Park

After review of all options, Council consensus was to focus on the area of Park Street and Bendigo and requested Ms. Estep research costs associated with the proposals and bring that information back to the July Workstudy.

**Direction on Pedestrian Street Lights**

Community & Economic Development Director Estep explained additional light fixtures were required due to the number of construction projects starting in the IC, IMC, DC and NB zoning districts of the City. She provided two examples pertaining to the following and requested Council's opinion:

- *Exhibit A: Historic Pedestrian Acorn Globe Fixtures*
- *Exhibit B: Bartell's Style Pedestrian Fixture*

Council expressed a desire to stay with the old style (Acorn Globe) down North Bend Way and change over to the new style (Bartell's Style) from Cedar Falls Way and beyond.

**Adjournment**

The workstudy closed at 9:35 p.m.

ATTEST:

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Alan Gothelf, Acting Mayor Pro Tem

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Kym Smith, Records Coordinator



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**NORTH BEND CITY COUNCIL MINUTES**

**July 19, 2016**

Senior Center, 411 Main Ave. S., North Bend, Washington

**CALL TO ORDER, ROLL CALL:**

Mayor Hearing called the regular meeting to order at 7:00 p.m.

**Councilmembers Present:** Elwood, Gothelf, Kostanich, Loudenback, Pettersen, Rosen and Volken.

**CONSENT AGENDA:**

**Minutes** – Council Meeting of June 21, 2016

**Payroll – June 20, 2016 – 27486 through 27492**, in the amount of **\$153,779.61**

**July 5, 2016 – 27493 through 27499**, in the amount of **\$196,848.09**

**Checks – July 5, 2016 – 62962 through 63023**, in the amount of **\$823,782.55**

**July 19, 2016 – 63024 through 63086**, in the amount of **\$189,382.92**

**AB16-074** – Resolution 1717 Awarding Ribary Creek Sediment Removal Project to Fury Site Work

**AB16-075** – Motion Authorizing Bill of Sale for Torguson Park Picnic Shelter

Councilmember Rosen **MOVED**, seconded by Councilmember Loudenback to approve the consent agenda as presented. The motion **PASSED** 7-0.

**CITIZEN'S COMMENTS:**

**Dave Olson**, 440 Main Avenue S, provided an update on Kiwanis activities and the upcoming Night on a Dark Trail Event.

**Presentation** – Police Services Mid-Year Update

**Audio: 4:30**

Interim Police Chief Schaffer provided a mid-year update on police services which included the following items: staffing, calls for service, patrol statistics, community oriented policing events, records/evidence, and 2016 challenges and goals.

**COMMISSION AND COMMITTEE REPORTS:**

Events Coordinator Cepeda provided a report on July 16<sup>th</sup> Downtown Block Party & July 17<sup>th</sup> Legends Car Show.

**Planning Commission**

A report of the July 14<sup>th</sup> meeting was provided.



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**Parks Commission**

No report. The next meeting is scheduled for July 20, 2016.

**Economic Development Commission**

No report.

**Community & Economic Development Committee** – Councilmember Pettersen, Chair

A report of the July 19<sup>th</sup> meeting was provided.

**Finance & Administration Committee** – Councilmember Rosen, Chair

No report. The next meeting is scheduled for August 2, 2016.

**Public Health & Safety Committee** – Councilmember Gothelf, Chair

A report of the July 12<sup>th</sup> meeting was provided.

**Transportation & Public Works Committee** – Councilmember Loudenback, Chair

A report of the July 13<sup>th</sup> meeting was provided.

**Council Workstudy** – Mayor Pro Tem Loudenback

A report of the June 28<sup>th</sup> Council Workstudy was provided.

**Eastside Fire & Rescue Board Meeting** – Councilmember Gothelf

A report of the July 14<sup>th</sup> meeting was provided.

**INTRODUCTIONS:**

**AB16-076 – Public Hearing Cont.**, Ordinance 1592 Amending Taxes, Rates & Fees Schedule RE Sewer Rates & GFC's **Audio: 46:03**

City Administrator Lindell provided the staff report.

**Mayor Hearing announced the Public Hearing on an Ordinance Amending Taxes, Rates & Fees Schedule RE Sewer Rates & GFC's was opened at the June 21, 2016 City Council meeting and continued to tonight's meeting.**

The following spoke regarding the Sewer Rates & GFC's:

**Garret Parsons**, 1095 Patkanim Ave SE

**John Krauss**, 425 SE 7<sup>th</sup> Street

**Mayor Hearing closed the Public Hearing at 8:18 p.m.**

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Councilmember Loudenback **MOVED**, seconded by Councilmember Gothelf to approve AB16-076, an ordinance setting new Sewer Rates and General Facilities Charges and amending the Taxes, Rates & Fees Schedule, as a first and final reading. The motion **PASSED** 6-1 (Elwood).

**AB16-077** – Ordinance 1593 Establishing Line of Credit for WWTP Projects **Audio: 1:40:03**

City Administrator Lindell provided the staff report.

Councilmember Rosen **MOVED**, seconded by Councilmember Gothelf to approve AB16-077, an ordinance establishing a line of credit and providing for the issuance and sale of a Limited Tax General Obligation Bond in the principal amount not to exceed \$3,500,000, as a first and final reading. The motion **PASSED** 7-0.

**AB16-078** – Ordinance 1594 Amending NBMC 14.12 RE Floodplain Management **Audio: 1:43:01**

Senior Planner McCarty provided the staff report.

Councilmember Pettersen **MOVED**, seconded by Councilmember Loudenback to approve AB16-078, an ordinance amending NBMC 14.12 relating to Floodplain Management, as a first and final reading.

Due to technical difficulties with the video recording equipment, Mayor Hearing recessed the City Council meeting for a five minute break at 8:49 p.m.

Mayor Hearing called the meeting back to order at 8:55 p.m.

Councilmember Pettersen **MOVED**, seconded by Councilmember Loudenback to include language in the ordinance amending NBMC 14.12 which would waive the permit fees for structures under 200 square feet. The motion **PASSED** 7-0.

The main motion then **PASSED AS AMENDED** 7-0.

**AB16-079** – Ordinance 1595 Adopting NBMC 17.40 RE Impact Fee Deferral **Audio: 1:56:11**

Community & Economic Development Director Estep provided the staff report.

Councilmember Pettersen **MOVED**, seconded by Councilmember Rosen to approve AB16-079, an ordinance adopting North Bend Municipal Code Chapter 17.40 to establishing an Impact Fee Deferral Process, as a first and final reading. The motion **PASSED** 7-0.

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**AB16-080 – Resolution 1718 Setting Administrative Fee RE Impact Fee Deferral Process Audio: 2:04:08**

Community & Economic Development Director Estep provided the staff report.

Councilmember Pettersen **MOVED**, seconded by Councilmember Loudenback to approve AB16-080, a resolution setting an administrative fee for requests to defer impact fees for single family detached and attached residential construction in accordance with NBMC 17.40.030. The motion **PASSED** 7-0.

**AB16-081 – Motion Authorizing Contract with Downtown Association Audio: 2:07:49**

Community & Economic Development Director Estep provided the staff report.

Councilmember Pettersen **MOVED**, seconded by Councilmember Rosen to approve AB16-081, authorizing a contract for services with the North Bend Downtown Foundation to operate and manage the North Bend Visitor Information Center for 2016, in a form and content acceptable to the City Attorney. The motion **PASSED** 7-0.

**AB16-082 – Resolution 1719 Awarding 2016 Pavement Overlay Project to Lakeridge Paving Audio: 02:11:15**

Public Works Director Rigos provided the staff report.

**Nela Cumming**, Executive Director of Encompass, 1407 Boalch Avenue NW, spoke in support of the additive bid for NW 14<sup>th</sup> Street improvements.

Councilmember Loudenback **MOVED**, seconded by Councilmember Elwood to approve AB16-082, a resolution awarding a contract for the 2016 Overlay Project to Lakeridge Paving Company, LLC, for the Base Bid with Bid Additive, in the amount of \$387,236.50, in a form and content acceptable to the City Attorney. The motion **PASSED** 7-0.

**MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:**

Councilmember Gothelf thanked staff for all of their hard work on the Downtown Block Party and acknowledged Nela Cumming for her involvement in the Fire Strategic Plan.

Councilmember Elwood encouraged those invited to attend an upcoming event for Meadowbrook Farm and noted tickets were still available for Valley Center Stage's production of Alice's Adventures in Wonderland.

Councilmember Kostanich echoed Councilmember Gothelf comments regarding the Block Party and thanked staff for their efforts pertaining to the sewer rate increase.

Councilmember Volken commented he was looking forward to the candidate interviews

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for the Economic Development Commission.

City Administrator Lindell thanked staff for their hard work and citizens for providing input regarding the sewer rate increase. Additionally, she thanked Community & Economic Development Director Estep and her staff for their efforts regarding the Torguson Park Picnic Shelter.

Mayor Hearing spoke regarding the following items:

- \$100,000 collected during July 9<sup>th</sup> & 10<sup>th</sup> Relay for Life Fundraising Event
- July 16<sup>th</sup> & 17<sup>th</sup> Downtown Block Party & Legends Car Show
- National Night Out – August 2<sup>nd</sup> 6 – 8 p.m. at Snoqualmie Community Park
- Community Shred Event – August 6<sup>th</sup> – 8 a.m. to Noon at City Hall

**ADJOURNMENT:**

Councilmember Gothelf **MOVED** to adjourn, seconded by Councilmember Rosen. The motion **PASSED** 7-0.

The meeting adjourned at 9:35 p.m.

ATTEST:

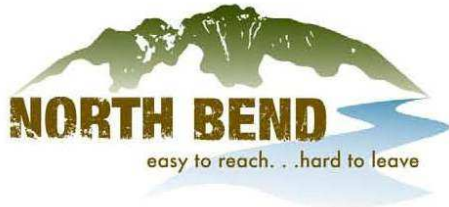
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Kenneth G. Hearing, Mayor

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Susie Oppedal, City Clerk





## City Council Agenda Bill

SUBJECT:		Agenda Date: August 16, 2016	AB16-084
<b>Motion to Approve 2017-2018 Biennial Budget Calendar and Setting a Public Hearing Date of November 1<sup>st</sup> for the Proposed 2017-2018 Budget</b>		Department/Committee/Individual	
		Mayor Ken Hearing	
		City Administrator – Londi Lindell	
		City Attorney - Mike Kenyon	
		City Clerk – Susie Oppedal	
		Community & Economic Development – Gina Estep	
		Finance – Dawn Masko	X
		Public Works – Mark Rigos	
Cost Impact: N/A			
Fund Source: N/A			
Timeline: Immediate			
<b>Attachments:</b> 2017-2018 Budget Calendar			
<p><b>SUMMARY STATEMENT:</b></p> <p>RCW Chapter 35A.34 mandates the City’s biennial budget process. The attached Budget Calendar captures events during the budget process that are regulated, tasks that will facilitate an orderly sequence, and benchmarks that will assure the final adoption of the 2017-2018 Budget Ordinance prior to the December 31, 2016 deadline.</p> <p>The final adoption of the 2017-2018 Biennial Budget Ordinance will be on December 6, 2016 as noted on the attached schedule.</p>			
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Finance &amp; Administration Committee will review this item at its August 2<sup>nd</sup> meeting.</p>			
<p><b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB16-084, approving the 2017-2018 Budget Calendar and setting a Public Hearing Date of November 1<sup>st</sup> for the proposed 2017-2018 Budget.</b></p>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
August 16, 2016			



## 2017-2018 BUDGET PROCESS CALENDAR

### AUGUST

3<sup>rd</sup> Tuesday (Regular Council Meeting)

- Motion approving 2017-2018 Budget Calendar

4<sup>th</sup> (Thursday)

- Finance sends budget requests (Decision Cards) to Council

### SEPTEMBER

Week of 6<sup>th</sup> – 9<sup>th</sup>

- Council Decision Cards Due

### OCTOBER

3<sup>rd</sup> (Monday)

- 2017-2018 Preliminary Budget Estimates to City Council

11<sup>th</sup> (Tuesday)

- Budget Workshop #1 – Preliminary Budget Review
  - General Fund
  - Special Revenue Funds (Streets, Economic Development, Impact Fees, REET)
  - Debt Funds
  - Capital Project Funds
  - Utility Operations & Capital Project Funds
  - Shop Operations & Technology Operations Funds
  - All Corresponding Decision Cards

25<sup>th</sup> (Tuesday)

- Budget Workshop (if needed)

### NOVEMBER

1<sup>st</sup> (Tuesday) (Regular Council Meeting)

- Public Hearing – 2017 Property Tax Levy
- Ordinance Adopting 2017 Property Tax Levy

2<sup>nd</sup> (Wednesday)

- Preliminary Budget & Budget Message to City Council and City Clerk (official budget filing per RCW)

8<sup>th</sup> and/or 22<sup>nd</sup> (Tuesday)

- Budget Workshop – if needed

15<sup>th</sup> (Tuesday) (Regular Council Meeting)

- 2017-2018 Preliminary Budget Presentation
- Public Hearing – 2017-2018 Budget Ordinance
- 1<sup>st</sup> Reading – 2017-2018 Budget Ordinance

### DECEMBER

6<sup>th</sup> (Tuesday) (Regular Council Meeting)

- Council Adoption of 2017-2018 Biennial Budget Ordinance







## City Council Agenda Bill

SUBJECT:		Agenda Date: August 16, 2016		AB16-085	
<b>A Resolution Accepting Infrastructure Improvements from John Day Homes in the Miner's Ridge Subdivision</b>		Department/Committee/Individual			
		Mayor Ken Hearing			
		City Administrator – Londi Lindell			
		City Attorney - Mike Kenyon			
		City Clerk – Susie Oppedal			
		Community & Economic Development – Gina Estep			
Cost Impact: N/A		Finance – Dawn Masko			
Fund Source: N/A		Public Works – Mark Rigos, P.E.		X	
Timeline: Immediate					
<b>Attachments:</b> Resolution, Construction Cost Summary (Exhibit A), Bill of Sale (Exhibit B)					
SUMMARY STATEMENT:					
<p>John Day Homes (JDH) received preliminary plat approval on April 25, 2014, to subdivide an 8.35-acre property at 13607 461st Place SE (parcel 132308-9014) into 25 single family residential lots. The plat contained two Divisions. Division 1 consisted of an existing single-family residence which received Final Plat Approval on May 20, 2014. Division 2 consisted of 24 lots and all of the road infrastructure, storm drainage, and sanitary sewer improvements. Construction of all improvements has been inspected and approved by the City. Division 2 received Final Plat Approval on May 5, 2015, subject to completion of various administrative tasks which have now been completed.</p> <p>JDH has provided a Bill of Sale (attached) for streets, sewer facilities, storm drainage facilities. The water system (including the fire hydrants) installed for the plat is owned by Sallal Water Association, because the development is in Sallal’s service area.</p> <p>The Low Impact Design (LID) roadside drainage ditch (Bio-swale) will be maintained by the Miner’s Ridge HOA.</p> <p>This Agenda Bill’s purpose is to transfer the facilities into City ownership by acceptance of these improvements by resolution.</p>					
COMMITTEE REVIEW AND RECOMMENDATION: This Agenda Bill was reviewed by the Transportation and Public Works (TPW) Committee on July 13, 2016 and recommended for approval and placement on the consent agenda.					
RECOMMENDED ACTION: <b>MOTION to approve AB16-085, a resolution accepting ownership of the street, storm drainage system, and sewer system of the plat of Miner’s Ridge Division 2.</b>					
RECORD OF COUNCIL ACTION					
Meeting Date		Action		Vote	
August 16, 2016					



## RESOLUTION

### **A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING CERTAIN INFRASTRUCTURE IMPROVEMENTS FROM JOHN DAY HOMES, INC. IN THE MINER'S RIDGE SUBDIVISION**

**WHEREAS**, on April 25, 2014, the City's Hearing Examiner granted applicant John Day Homes (JDH) preliminary plat approval for the Miner's Ridge Subdivision; and

**WHEREAS**, on May 20, 2014, JDH received final plat approval of Division 1, Miner's Ridge; and

**WHEREAS**, on May 5, 2015, JDH received final plat approval of Division 2, Miner's Ridge, subject to JDH completing certain bills of sale and other necessary administrative tasks as set forth in and required by the Developer Extension Agreement between John Day Homes, Inc. and the City of North Bend dated October 10, 2015; and

**WHEREAS**, conditions of the preliminary plat approval and the North Bend Municipal Code state that certain improvements of the subdivision are to be dedicated to the public for operation and maintenance; and

**WHEREAS**, JDH has provided the City with a bill of sale, value assignment for the streets, sanitary sewer, and storm drainage for Miner's Ridge, as-built mylars, and GIS CAD files;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The streets, storm drainage, and sanitary sewer for the Miner's Ridge subdivision are accepted for ownership by the City with the respective values of \$232,265.76, \$31,009.43, and \$124,672.65 as depicted in the attached **Exhibit A**.

**Section 2.** The Mayor is authorized to execute the Bill of Sale conveying the above-listed improvements to the City of North Bend, in the form attached hereto as **Exhibit B**.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16<sup>TH</sup> DAY OF AUGUST, 2016.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Kenneth G. Hearing, Mayor**

\_\_\_\_\_  
**Michael R. Kenyon, City Attorney**

Effective:  
Posted:

**ATTEST/AUTHENTICATED:**

\_\_\_\_\_  
**Susie Oppedal, City Clerk**

Resolution #



## **MINER'S RIDGE**

### Plat of Miner's Ridge Summary of Construction Cost Values

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>COST</b>
1	STREETS	\$232,265.76
2	STORM DRAINAGE	31,009.43
3	SANITARY SEWER	124,672.65
4	LANDSCAPE (includes swales)	86,564.14
5	<b>GRAND TOTAL</b>	<b>\$474,511.98</b>

**RECEIVED**

City of North Bend

FEB 25 2016

Community & Economic  
Development Department



CITY OF NORTH BEND  
DEVELOPER EXTENSION AGREEMENT DOCUMENTS

FILED FOR RECORD AT REQUEST OF:

CITY CLERK  
CITY OF NORTH BEND  
P O BOX 896  
NORTH BEND, WA 98045

## BILL OF SALE

**KNOW ALL MEN BY THESE PRESENTS** that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned Seller(s) John Day Homes Inc., do(es) by these presents hereby convey, set over, assign, transfer and sell to the **City of North Bend** (the "City"), King County, Washington, a municipal corporation, the following described wastewater collection system, storm drainage system, curbs, and/or street paving hereto and warrants against defects in labor or materials appearing within one year from the date hereof:

Commonly known as: MINER'S RIDGE

Seller warrants that he/she, they, it, is/are the sole owner(s) of all the property above described and has/have full power to convey all rights herein conveyed and agree to hold the City of North Bend harmless from any and all claims which might result from execution of this document.

Seller warrants that the property above described is free from all liens and encumbrances and Seller warrants and will defend the property hereby sold to City and its successors and assigns against the lawful claims and demands of all persons.

By accepting and recording this instrument, the City accepts and agrees to maintain the wastewater collection system, storm drainage system, curbs, and street paving as part of the



CITY OF NORTH BEND  
DEVELOPER EXTENSION AGREEMENT DOCUMENTS

City's wastewater collection system, stormwater system, and street system in the same manner as though it had been constructed by the City.

IN WITNESS WHEREOF the Seller(s) has/have executed these presents this 24 day of February, 2016.

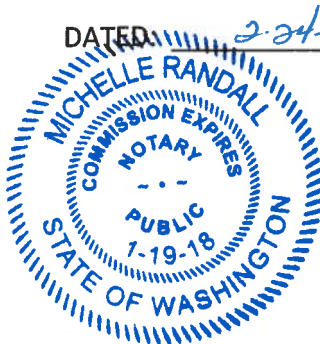
Seller: [Signature] Purchaser: \_\_\_\_\_  
John R. Day \_\_\_\_\_  
John R. Day Homes Inc \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that JOHN R. DAY is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the President of JOHN RAY HOMES INC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



[Signature]  
(Print: Michelle Randall)  
NOTARY PUBLIC in and for the State of Washington.  
My appointment expires 1-19-18

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and

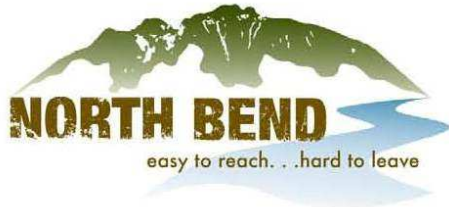
CITY OF NORTH BEND  
DEVELOPER EXTENSION AGREEMENT DOCUMENTS

acknowledge it as the \_\_\_\_\_ of \_\_\_\_\_  
to be the free and voluntary act of such party for the uses and purposes mentioned in the  
instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Print: \_\_\_\_\_)  
NOTARY PUBLIC in and for the State of Washington.  
My appointment expires \_\_\_\_\_





## City Council Agenda Bill

<b>SUBJECT:</b>		<b>Agenda Date: August 16, 2016</b>		<b>AB16-086</b>
<b>A Resolution Awarding the EJ Roberts &amp; Si View Park Court Resurfacing Project to Pacific Ace, LLC</b>		Department/Committee/Individual		
		Mayor Ken Hearing		
		City Administrator – Londi Lindell		
		City Attorney - Mike Kenyon		
		City Clerk – Susie Oppedal		
		Community & Economic Development – Gina Estep		
		Finance – Dawn Masko		
		Public Works – Mark Rigos, P.E.		X
Cost Impact:	\$17,588.00			
Fund Source:	Budgeted from 2015 Decision Card			
Timeline: Immediate				
<b>Attachments:</b> Resolution, Project Quote, Decision Card				
<p><b>SUMMARY STATEMENT:</b></p> <p>In 2015 the Community and Economic Development Department presented a decision card to resurface the tennis courts at EJ Roberts Park and the sport court at Si View Park. The estimated cost of this work was \$18,500, which was placed in the 2016 budget.</p> <p>In July of 2016, City staff obtained quotes from 3 vendors to resurface the above mentioned courts. Quotes came in as follows:</p> <ol style="list-style-type: none"> <li>1. Pacific Ace LLC: \$17,588.00 (Vancouver, WA)</li> <li>2. Beynon: \$18,711.00 (Tualatin, OR)</li> <li>3. Sound Sport Surfaces: \$20,999.00 (Kirkland, WA)</li> </ol> <p>Based on the low bid coming in below the estimated cost and the necessity to get this work done in August/September for the best results, staff recommends award of this project to Pacific Ace, LLC.</p>				
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Transportation &amp; Public Works (TPW) Committee reviewed this item at its August 10<sup>th</sup>, 2016 meeting. The Committee recommended award of the project to Pacific Ace, LLC and requested placement on the consent agenda.</p>				
<p><b>RECOMMENDED ACTION: MOTION to approve AB16-086, a resolution awarding the EJ Roberts Park Tennis Court and Si View Park Sport Court Resurfacing Project to Pacific Ace, LLC, in the amount of \$17,588.00.</b></p>				
<b>RECORD OF COUNCIL ACTION</b>				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
August 16, 2016				



## RESOLUTION

### **A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, ACCEPTING CONSTRUCTION BIDS AND AWARDING THE EJ ROBERTS PARK TENNIS COURT AND SI VIEW PARK SPORT COURT RESURFACING PROJECT**

**WHEREAS**, in 2015 the City Council approved a decision card submitted by the Community and Economic Development Department to resurface the tennis court at EJ Roberts Park and the sport court at Si View Community Park (the “Project”) in the amount of \$21,500; and

**WHEREAS**, the City solicited bids on the Project from three (3) vendors on the MRSC Small Works Roster in accordance with RCW 39.04.155; and

**WHEREAS**, bids for the Project were due on July 29, 2016; and

**WHEREAS**, the lowest responsive and responsible bidder out of three (3) quotes received was Pacific Ace, LLC at \$17,588.00, including all applicable taxes;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The three (3) construction quotes submitted for the EJ Roberts Park Tennis Court and Si View Park Resurfacing Project are accepted.

**Section 2.** The construction contract for the EJ Roberts Park Tennis Court and Si View Park Resurfacing Project, in a form and content acceptable to the City Attorney, is awarded to the lowest responsive and responsible bidder, Pacific Ace, LLC, in the amount of \$17,588.00, including all applicable taxes.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16<sup>TH</sup> DAY OF AUGUST, 2016.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

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**Kenneth G. Hearing, Mayor**

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**Michael R. Kenyon, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:

Posted:

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**Susie Oppedal, City Clerk**







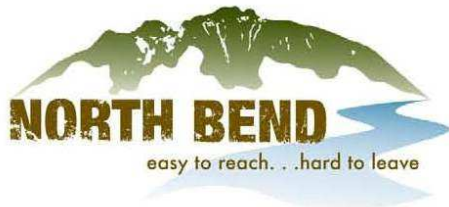


## Decision Card 2016-05

CITY OF NORTH BEND  
DECISION CARD  
2016

<b>Fund Name:</b>	<b>E.J. Roberts Sports Courts Maintenance</b>	<b>Select One:</b>	<b><u>Project</u></b>	<b>Staff Position</b>	<b>Equipment</b>
<b>Department Name:</b>	<b>CED – Parks Commission</b>	<b>Total Cost:</b>	<b>\$30,000 (REET Funds)</b>		
<b>Applies to Which Year:</b>	<b><u>2016</u></b>	<b>2017</b>	<b>Both Years</b>		
<b>Project, Staff Position, and Equipment Justification</b>					
<p>The Parks Commission has requested a decision card to rehabilitate the City's sports courts, which have deteriorated over time and are in need of repair and maintenance. These include:</p> <ol style="list-style-type: none"> <li>1. Resurfacing the acrylic tennis court surfacing at EJ Roberts Park, including repair of cracks and sinkhole "birdbath" areas.</li> <li>2. Restriping the basketball court at EJ Roberts Park and replacing the rotting guardrail with a 4' black chain link fence to keep stray balls from rolling into the swale.</li> <li>3. Resurfacing of the acrylic multisport court surfacing at Si View Neighborhood Park.</li> </ol> <p>Court resurfacing cost estimates were generated from a sports court contractor at prevailing wage rates and include restriping.</p> <p>Each of these items can be considered separately if the Council wishes to fund some but not others. The project is not eligible for use of Park Impact Fee revenue as it consists of maintenance rather than new facilities. There are excess REET funds available to fund this project.</p> <p>During the August 25, 2015 Council Workstudy, the City Council provided direction regarding their priorities associated with the funding of parks. One of their top priorities was to provide a high level of maintenance for the existing parks and their features to ensure the current facilities are well maintained and safe.</p>					
<b>Summary of Above Costs</b>					
<b>Line Item Cost Detail</b>		<b>Analysis of Net Project Costs:</b>			
<b>Description of Cost</b>	<b>Amount Required</b>	<b>Project, Staff Position or Equipment</b>			
Resurfacing EJ Roberts tennis courts, including surface repairs	<b>\$15,500</b>	Project Cost:		<b>\$21,500</b>	
Re-striping EJ Roberts basketball court and replacement of deteriorated guard rail with 4' chain link fence.	<b>\$7,000</b>	Less Grant or Other Revenues:(Please List)		<b>0</b>	
Resurfacing multi-sport court at Si View Neighborhood Park	<b>\$3,000</b>	<b>Net Project Costs: Total Cost – Grants, etc.</b>		<b>\$21,500</b>	





## City Council Agenda Bill

SUBJECT:		Agenda Date: August 16, 2016		AB16-087
<b>An Ordinance Amending the 2015-2016 Budget Ordinance 1581 to Reflect Changes in Revenues and Expenditures</b>		Department/Committee/Individual		
		Mayor Ken Hearing		
		City Administrator – Londi Lindell		
		City Attorney - Mike Kenyon		
		City Clerk – Susie Oppedal		
		Community & Economic Development – Gina Estep		
		Finance – Dawn Masko		X
		Public Works – Mark Rigos		
Cost Impact: N/A				
Fund Source: Multiple				
Timeline: Immediate				
<b>Attachments:</b> Ordinance, Exhibit A, Exhibit B				
<p><b>SUMMARY STATEMENT:</b></p> <p>It is a prudent financial practice to periodically adjust an adopted budget to reflect major revenue or expenditure items that occur during the year and were unanticipated during the budget process. It is not uncommon that Council may approve unanticipated expenditures during the course of the year. Budget amendments are needed to address these issues and ensure that we adjust revenues or appropriations as necessary to keep us within authorized budget limits per Washington State law. Additionally, budget amendments better reflect each fund's anticipated ending fund balances. The State Auditor expects such adjustments to occur.</p> <p>This budget amendment consists of miscellaneous and housekeeping adjustments. Miscellaneous adjustments typically account for unanticipated expenditure items and revenue adjustments, recognizing revenues and expenditures due to grants, insurance recoveries and settlements, and donations. Housekeeping adjustments account for corrections and adjustments due to necessary accounting rules and the adjustment of beginning fund balances to equal the prior year actual ending fund balances.</p> <p>Detail regarding specific budget line item changes being recommended for adjustment is contained in Exhibit B to the Ordinance. Highlights include:</p> <p><u>General Fund (001):</u></p> <ul style="list-style-type: none"> <li>• Increase appropriation for jail services.</li> <li>• Increase appropriation for special legal services and public defender services.</li> <li>• Reduce appropriation for partner contributions with Eastside Fire &amp; Rescue.</li> <li>• Increase appropriations for planning professional services for park impact fee and GMA comprehensive plan updates.</li> <li>• Reduce appropriation for construction engineering services.</li> <li>• Increase transfer-out to Economic Development Fund (108) for increased fund expenditures.</li> <li>• Decrease transfer-out to Street Fund (001) due to receipt of Multimodal Transportation state-shared revenues.</li> <li>• Increase appropriations for banking fees and false alarm billing software.</li> <li>• Add appropriation for emergency management portable radios.</li> <li>• Increase transfer-in from Development Projects Fund to reflect anticipated activity.</li> </ul>				

## City Council Agenda Bill

### Special Revenue Funds:

- Increase appropriations in Street Fund (001) for street lighting and street striping supplies.
- Increase appropriations in Capital Streets Fund (102) and Streets Overlay Fund (103) for construction engineering services.
- Add appropriation for Old Si View Overlay project in Streets Overlay Fund (103).
- Add appropriation for transfer-out from Transportation Impact Fees (106) to 14<sup>th</sup> Street Reconstruction Project.
- Add appropriation from Park Impact Fees (106) for Si View MPD Interlocal agreement for BMX Pump Track project.
- Adjust impact fees in the Impact Fee Funds (106) to reflect updated estimates on development timelines.
- Increase appropriation in the Economic Development Fund (108) for Historic District Grants for the McClellan and Masonic Lodge buildings.
- Adjust Development Projects Fund (125) expenditures to reflect increased activity.

### Capital Project Funds:

- Increase appropriations in the Municipal Projects Fund (310) for the Tanner Trail Phase II design, NE 14<sup>th</sup> Street Reconstruction, and Torguson Park new restrooms design capital projects.

### Utility Funds:

- Decrease appropriation in the Water Fund (401) for the 412<sup>th</sup> Street Water Main Replacement project.
- Increase appropriations in the Sewer Fund (402) for critical improvements to the Wastewater Treatment Plant, for an additional Wastewater Treatment Plant Operator, and to recognize higher than anticipated operating and hauling costs.
- Increase appropriation in the Sewer Fund (402) for ULID #6 legal fees.
- Increase appropriation in the Storm Fund (404) for NE 14<sup>th</sup> Street Reconstruction, North Bend Way Sidewalks – Ballarat to Downing design, and Ribary Creek Sediment Pond capital projects.

COMMITTEE REVIEW AND RECOMMENDATION: The Finance & Administration Committee was provided this ordinance for review prior to the August 16<sup>th</sup> City Council meeting.

**RECOMMENDED ACTION: MOTION to approve AB16-087, an ordinance amending the 2016 Budget, as a first and final reading.**

### RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 16, 2016		

## ORDINANCE

### **AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, AMENDING THE CITY'S 2015- 2016 BUDGET AND SALARY SCHEDULE ORDINANCE NO. 1581; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, the City Council adopted the City's 2015-2016 Budget pursuant to Ordinance No. 1545 on December 2, 2014 and revised the budget pursuant to Ordinance No. 1550, Ordinance No. 1559, Ordinance No. 1564, Ordinance No. 1570 and Ordinance No. 1581; and

**WHEREAS**, the City is prohibited from over expending its appropriated budget as set forth in Ordinance No. 1581; and

**WHEREAS**, certain revisions to the 2016 budget are now necessary;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND,  
WASHINGTON, DO HEREBY ORDAIN AS FOLLOWS:**

**Section 1.** The 2016 Budget, as amended in Ordinance No. 1581, is hereby amended as set forth in Exhibit "A".

**Section 2.** The explanations of the amendments are listed in Exhibit "B".

**Section 3. Severability.** Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 4. Effective Date.** This ordinance shall be published in the official newspaper of

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the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16<sup>TH</sup> DAY OF AUGUST, 2016.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Kenneth G. Hearing, Mayor**

\_\_\_\_\_  
**Michael R. Kenyon, City Attorney**

**ATTEST/AUTHENTICATED:**

Published:  
Effective:

\_\_\_\_\_  
**Susie Oppedal, City Clerk**

CITY OF NORTH BEND  
2016 Budget Appropriation Adjustment  
"Exhibit A"

FUND	REVENUES AND OTHER SOURCES			EXPENDITURES AND OTHER USES			ENDING BALANCE
	Current Budget	Adjustment	Revised Budget	Current Budget	Adjustment	Revised Budget	
<b>Operating</b>							
General							
001 General	\$ 7,626,635	\$ 148,343	\$ 7,774,978	\$ 6,856,697	\$ 57,826	\$ 6,914,523	\$ 860,455
Subtotal General Fund	7,626,635	148,343	7,774,978	6,856,697	57,826	6,914,523	860,455
<b>Special Revenue</b>							
101 Street	718,727	2,750	721,477	718,727	2,750	721,477	-
102 Capital Streets	171,618	-	171,618	153,728	13,000	166,728	4,890
103 Streets Overlay	215,763	2,151	217,914	40,000	169,725	209,725	8,189
106 Impact Fees & Mitigation	3,418,002	(973,374)	2,444,628	1,379,459	217,233	1,596,692	847,936
107 Hotel/Motel Tax	19,285	-	19,285	14,000	-	14,000	5,285
108 Economic Development	160,457	8,557	169,014	160,457	8,557	169,014	-
116 Park Capital Improvement	100,171	-	100,171	57,805	-	57,805	42,366
125 Developer Projects (CED)	522,588	280,000	802,588	356,657	278,343	635,000	167,588
Subtotal Special Revenue Funds	5,326,611	(679,916)	4,646,695	2,880,833	689,608	3,570,441	1,076,254
<b>Debt Service</b>							
215 2010 LTGO Debt - Tollgate	-	-	-	-	-	-	-
216 2011 Fire Station Bond Redemption	361,468	-	361,468	181,600	-	181,600	179,868
217 2012 LTGO TBD Bond Redemption	157,697	-	157,697	145,900	-	145,900	11,797
218 2015 LTGO Bond Redemption	194,024	-	194,024	194,024	-	194,024	-
Subtotal Debt Service Funds	713,189	-	713,189	521,524	-	521,524	191,665
<b>Total Operating Funds</b>	<b>13,666,435</b>	<b>(531,573)</b>	<b>13,134,862</b>	<b>10,259,054</b>	<b>747,434</b>	<b>11,006,488</b>	<b>2,128,374</b>
<b>Capital Improvement</b>							
310 Municipal Projects	2,724,050	244,825	2,968,875	2,306,458	175,437	2,481,895	486,980
320 Capital Improvement (REET)	1,113,000	-	1,113,000	254,581	-	254,581	858,419
Subtotal Capital Improv. Fund	3,837,050	244,825	4,081,875	2,561,039	175,437	2,736,476	1,345,399
<b>Enterprise</b>							
401 Water Operations & Capital	4,242,692	-	4,242,692	1,806,606	(20,800)	1,785,806	2,456,886
402 Sewer Operations & Capital	3,144,307	-	3,144,307	2,198,289	905,993	3,104,282	40,025
404 Storm Operations & Capital	1,407,199	-	1,407,199	745,784	116,365	862,149	545,050
404 Flood Operations	763,555	-	763,555	136,730	-	136,730	626,825
405 Solid Waste & Recycling Operations	281,515	-	281,515	39,539	-	39,539	241,976
450 ULID #6 Construction	-	-	-	-	-	-	-
451 ULID #6 Revenue Bond Redemption	4,394,961	-	4,394,961	1,394,784	4,500	1,399,284	2,995,677
452 ULID #6 Revenue Bond Reserve	1,254,255	-	1,254,255	-	-	-	1,254,255
Subtotal Enterprise Funds	15,488,484	-	15,488,484	6,321,732	1,006,058	7,327,790	8,160,694
<b>Internal Service</b>							
501 Equipment Operations	312,910	-	312,910	312,910	-	312,910	-
501 Technology Operations	170,102	-	170,102	170,102	-	170,102	-
502 Equipment Reserve	464,811	-	464,811	30,000	-	30,000	434,811
502 Technology Reserve	61,446	-	61,446	8,572	-	8,572	52,874
Subtotal Internal Service Fund	1,009,269	-	1,009,269	521,584	-	521,584	487,685
<b>Total Budget</b>	<b>\$ 34,001,238</b>	<b>\$ (286,748)</b>	<b>\$ 33,714,490</b>	<b>\$ 19,663,409</b>	<b>\$ 1,928,929</b>	<b>\$ 21,592,338</b>	<b>\$ 12,122,152</b>





CITY OF NORTH BEND  
2016 Budget Appropriation Adjustment  
Exhibit "B"

REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Description	Account Number	Amount	Description	Account Number	Amount
<b>General Fund (001)</b>			<b>General Fund (001)</b>		
Square Footage B&O Tax	001-000-000-316-10-00-01	\$ 50,000	Mayor/Council - Training/Travel	001-000-011-511-60-43-00	\$ 500
Transfer from Development Projects - Staff Time	001-000-000-397-58-00-00	20,000	Mayor/Council - Miscellaneous	001-000-011-511-60-49-00	1,300
Transfer from Development Projects - CIP Proj Mgr	001-000-000-397-58-00-01	78,343	Administration - Overtime (Council Mtg Coverage)	001-000-013-513-10-10-02	850
			Finance - Quickbooks - False Alarm billing	001-000-014-514-20-35-00	700
			Finance - Banking Fees	001-000-014-514-20-49-01	700
			Legal - Special Legal Services	001-000-015-515-30-41-02	25,000
			Legal - Public Defender	001-000-015-515-30-41-03	15,000
			EFR Contracted Services	001-000-022-522-20-41-00	(76,785)
			Fire Investigation Services	001-000-022-522-30-51-00	(198)
			EFR Capital Facility Maintenance Fund	001-000-022-522-50-48-00	(679)
			EFR Asset Reserve Contribution	001-000-022-594-22-64-00	(4,417)
			Jail Contract	001-000-023-523-60-51-00	95,000
			Emergency Management - Portable Radios	001-000-025-594-25-64-00	3,298
			Construction Engineering - Professional Services	001-000-032-532-10-41-00	(121,500)
			Planning Professional Services	001-000-058-558-60-41-00	10,000
			GMA Update - Comprehensive Plan	001-000-058-558-60-41-05	1,350
			Park Impact Fee Update	001-000-076-576-80-41-00	3,000
			Transfer to Street Fund	001-000-097-597-42-00-00	(3,850)
			Transfer to Economic Development Fund (108)	001-000-097-597-52-00-01	8,557
<b>Total General Fund Adjustment</b>		<b>\$ 148,343</b>	<b>Total General Fund Adjustment</b>		<b>\$ 57,826</b>
<b>Street Fund (101)</b>			<b>Street Fund (101)</b>		
Multimodal Transportation Program	101-000-000-336-00-71-00	\$ 6,600	Utilities - Street Lighting	101-000-000-542-63-47-00	\$ 2,000
Transfer from General Fund	101-000-000-397-42-00-00	(3,850)	Street Striping Supplies	101-000-000-542-64-31-00	750
			Street Striping	101-000-000-542-64-41-00	10,000
			Street Sweeper Refuse Disposal	101-000-000-542-67-49-00	3,100
			Professional Services	101-000-000-542-90-41-00	(10,000)
			Repair & Maintenance - Outside Services	101-000-000-542-90-48-00	(3,100)
<b>Total Street Fund Adjustment</b>		<b>\$ 2,750</b>	<b>Total Street Fund Adjustment</b>		<b>\$ 2,750</b>
<b>Capital Streets Fund (102)</b>			<b>Capital Streets Fund (102)</b>		
			Construction Engineering - Professional Services	102-000-000-543-30-41-02	\$ 13,000
<b>Total Streets Capital Fund Adjustment</b>		<b>\$ -</b>	<b>Total Streets Capital Fund Adjustment</b>		<b>\$ 13,000</b>
<b>Streets Overlay Fund (103)</b>			<b>Streets Overlay Fund (103)</b>		
Misc Revenue - Overlay NBW Bendigo to Bridge	103-000-002-369-91-00-00	\$ 2,151	Construction Engineering - Professional Services	103-000-000-542-30-41-01	\$ 14,000
			Street Overlay - Preservation	103-000-000-595-30-63-00	(20,000)
			Old SI View Overlay Project	103-000-004-595-30-63-00	175,725
<b>Total Streets Overlay Fund Adjustment</b>		<b>\$ 2,151</b>	<b>Total Streets Overlay Fund Adjustment</b>		<b>\$ 169,725</b>

## CITY OF NORTH BEND

## 2016 Budget Appropriation Adjustment

## Exhibit "B"

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REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Description	Account Number	Amount	Description	Account Number	Amount
<b>Impact Fees &amp; Mitigation Fund (106)</b>			<b>Impact Fees &amp; Mitigation Fund (106)</b>		
Transportation Impact Fees	106-100-000-308-10-00-00	\$ (739,550)	Transfer to 14th Street Reconstruction (310-100-010)	106-100-000-597-41-00-02	\$ 190,374
Park Impact Fees	106-200-000-308-10-00-00	(215,157)	SI View MPD - BMX Pumptrack	106-200-000-576-80-51-00	20,000
Res Impact Fees	106-300-000-308-10-00-00	(18,667)	Transfer to Torg Park Trail & Plaza (310-200-001)	106-200-000-597-00-00-04	6,859
<b>Total Impact Fees &amp; Mitigation Fund Adjustment</b>		<b>\$ (973,374)</b>	<b>Total Impact Fees &amp; Mitigation Fund Adjustment</b>		<b>\$ 217,233</b>
<b>Economic Development Fund (108)</b>			<b>Economic Development Fund (108)</b>		
Transfer from General Fund	108-000-000-397-52-00-01	\$ 8,557	VIC Custodial Services	108-000-000-557-30-41-02	\$ (500)
			Technology Support	108-000-000-557-30-41-04	(500)
			Historic District Grants - McClellan & Masonic Lodge	108-000-000-558-70-41-01	10,500
			Education/Training	108-000-000-558-70-49-01	(943)
<b>Total Economic Development Fund Adjustment</b>		<b>\$ 8,557</b>	<b>Total Economic Development Fund Adjustment</b>		<b>\$ 8,557</b>
<b>Development Projects Fund (125)</b>			<b>Development Projects Fund (125)</b>		
Developer Deposits	125-000-000-345-89-00-00	\$ 280,000	Developer Projects - Consultants	125-000-000-559-30-41-00	\$ 180,000
			Transfer to General Fund - Dev Proj Staff Time	125-000-000-597-00-00-00	20,000
			Transfer to General Fund - Dev Proj Staff Time/Proj Migr	125-000-000-597-00-00-01	78,343
<b>Total Developer Projects Fund Adjustment</b>		<b>\$ 280,000</b>	<b>Total Developer Projects Fund Adjustment</b>		<b>\$ 278,343</b>
<b>2012 LTGO TBD Bond Redemption Fund (217)</b>			<b>2012 LTGO TBD Bond Redemption Fund (217)</b>		
Transfer from TBD Fund (690) - Inactive Account	217-000-000-337-10-00-00	\$ (145,900)			\$ -
Transfer from TBD Fund (690)	217-000-000-344-10-00-00	145,900			-
<b>Total 2012 LTGO TBD Bond Redemption Fund Adjustment</b>		<b>\$ -</b>	<b>Total 2012 LTGO TBD Bond Redemption Fund Adjustment</b>		<b>\$ -</b>
<b>Municipal Projects Fund (310)</b>			<b>Municipal Projects Fund (310)</b>		
Beginning Fund Balance - 1st Qtr Budget Adj Formula	310-000-000-000-00-00-00	\$ 47,592	Tanner Trail Phase II - Design	310-000-000-594-76-63-00	\$ 7,450
Transfer from Transportation Impact Fees (106-100)	310-100-010-397-95-63-00	190,374	Refund Federal/MSDOT Grant - Downtown Plaza	310-100-004-589-64-00-00	39
Transfer from Park Impact Fees (106-200)	310-200-001-397-00-00-01	6,859	NE 14th Street Reconstruction - Design	310-100-010-595-30-63-00	1,561
			NE 14th Street Reconstruction - Construction	310-100-010-595-30-63-01	161,813
			Torguson Park New Bathrooms - Design	310-200-003-594-76-62-00	4,633
			Glazier Property Deed of Trust Assignment	310-400-003-594-58-61-00	(59)
<b>Total Municipal Projects Fund Adjustment</b>		<b>\$ 244,825</b>	<b>Total Municipal Projects Fund Adjustment</b>		<b>\$ 175,437</b>
<b>Water Operations &amp; Capital Fund (401)</b>			<b>Water Operations &amp; Capital Fund (401)</b>		
			Operating Supplies	401-000-000-534-10-31-00	\$ (10,000)
			Repair & Maintenance Supplies	401-000-000-534-10-31-01	10,000
			412th Water Main Replacement	401-200-004-594-34-63-00	(20,800)
<b>Total Water Operations &amp; Capital Fund Adjustment</b>		<b>\$ -</b>	<b>Total Water Operations &amp; Capital Fund Adjustment</b>		<b>\$ (20,800)</b>



## CITY OF NORTH BEND

## 2016 Budget Appropriation Adjustment

## Exhibit "B"

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REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Description	Account Number	Amount	Description	Account Number	Amount
<b>Sewer Operations &amp; Capital Fund (402)</b>			<b>Sewer Operations &amp; Capital Fund (402)</b>		
			Salaries/Wages - WWTP Operator I - new position	402-000-000-535-10-10-00	\$ 21,400
			Personnel Benefits - WWTP Operator I - new position	402-000-000-535-10-20-00	11,940
			Repair & Maintenance Supplies	402-000-000-535-10-35-01	9,000
			Sewer Legal Fees - ULID #6	402-000-000-535-10-41-02	10,000
			Sewer Rate Study & Facility Plan	402-000-000-535-80-41-02	438,345
			Contracted Disposal Services	402-000-000-535-80-41-04	35,000
			Centrifuge Rotating Assembly	402-000-000-594-35-64-12	14,108
			WWTP Critical Improvements	402-500-005-594-35-63-00	366,200
<b>Total Sewer Operations &amp; Capital Fund Adjustment</b>		<b>\$ -</b>	<b>Total Sewer Operations &amp; Capital Fund Adjustment</b>		<b>\$ 905,993</b>
<b>Storm Operations &amp; Capital Fund (404)</b>			<b>Storm Operations &amp; Capital Fund (404)</b>		
			NE 14th Street Reconstruction	404-500-005-594-31-63-01	\$ 79,700
			NB Way Sidewalks - Ballarat to Downing - Design	404-500-007-594-31-63-00	11,575
			Ribary Creek Sediment Pond	404-500-006-594-31-63-00	25,090
<b>Total Storm Operations &amp; Capital Fund Adjustment</b>		<b>\$ -</b>	<b>Total Storm Operations &amp; Capital Fund Adjustment</b>		<b>\$ 116,365</b>
<b>ULID #6 Bond Redemption Fund (451)</b>			<b>ULID #6 Bond Redemption Fund (451)</b>		
			ULID #6 Public Finance Services	451-000-000-592-35-89-00	\$ 4,500
<b>Total ULID #6 Bond Redemption Fund Adjustment</b>		<b>\$ -</b>	<b>Total ULID #6 Bond Redemption Fund Adjustment</b>		<b>\$ 4,500</b>
<b>GRAND TOTAL - REVENUE ADJUSTMENTS</b>		<b>\$ (286,748)</b>	<b>GRAND TOTAL - EXPENDITURE ADJUSTMENTS</b>		<b>\$ 1,928,929</b>

Council &amp; TBD Packet August 16, 2016





## City Council Agenda Bill

<b>SUBJECT:</b>	<b>Agenda Date: August 16, 2016</b>		<b>AB16-088</b>
<b>Appointment of Will Huestis to the Parks, Recreation and Beautification Commission Youth Member Position No. 5</b>	Department/Committee/Individual		
	Mayor Ken Hearing	X	
	City Administrator – Londi Lindell		
	City Attorney - Mike Kenyon		
	City Clerk – Susie Oppedal		
	Community & Economic Development – Gina Estep		
	Finance – Dawn Masko		
	Public Works – Mark Rigos		
Cost Impact: N/A			
Fund Source: N/A			
Timeline: Immediate			
<b>Attachments:</b> Application			
<p><b>SUMMARY STATEMENT:</b></p> <p>In 2007 the Council passed Ordinance 1277 which amended Parks Commission membership and established a youth position as set forth below.</p> <p><b><u>Section 1. NBMC 2.24.020 (Membership), Amended:</u></b> North Bend Municipal Code Section 2.24.020 (Membership) reads in part:</p> <p style="padding-left: 40px;">2.24.020 Membership.          “One member shall be a resident of the Snoqualmie Valley School District enrollment area, shall be between the ages of 16 and 18 years at the time of appointment, and shall have full voting rights.”</p> <p>On July 21<sup>st</sup> and August 9<sup>th</sup> candidates were interviewed for the youth position for the 2016-2017 School Year.</p> <p>Mayor Hearing is recommending the appointment of Will Huestis as youth member on the Parks Commission due to his enthusiasm to serve as a volunteer in the community and his passion for recreation and the outdoors.</p>			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>			
<p><b>RECOMMENDED ACTION: MOTION to approve AB16-088, confirming the appointment of Will Huestis to Youth Member Position No. 5 on the Parks Commission, term expiring August 31, 2017.</b></p>			
<b>RECORD OF COUNCIL ACTION</b>			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
August 16, 2016			





City of North Bend Commission Application



Name: Will Huestis

Address: North Bend, WA 98045

Home Phone: none Cell Phone: \_\_\_\_\_

Business Phone: none Email: \_\_\_\_\_

How long at residence: 10 years Best time to contact: Before Noon

Commission desired: 1<sup>st</sup> Choice Parks department 2<sup>nd</sup> Choice \_\_\_\_\_

Reason you are interested in serving: I have gained so much from this community, and this is a way to give back

Previous community activities: Boy Scout Troop 466, Squalmie Valley Ford Bank volunteer, Squalmie Methodist Church Member, Nat'l Honor Society Member

Applicable education, occupational, and specialized experience: Honors Biology, Si View Swim Instructor & Lifeguard, Si View Karate Member

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1) Can you foresee possible conflicts of interest with any of your current employment or civic positions?  
none

2) When making decisions do you feel you could be impartial and base your decision on the overall need and benefit of the community?  
Yes, I do.

Are there days or evenings you would be unavailable to meet?

Tues & Thurs 4:30-8:00pm, Mon 7-9pm  
Please see the attached descriptions of Commissions for general information and meeting times.

Please return completed form and resume to:  
City of North Bend, Attn: City Clerk, 211 Main Avenue N., P.O. Box 896, North Bend, WA 98045  
For more information call 425-888-7627 or email: [soppedal@northbendwa.gov](mailto:soppedal@northbendwa.gov)



## Will Huestis

**Education:** 9/15-present (11<sup>th</sup> grade) WA Virtual Academy (WAVA) Tacoma, WA  
9/15-6/16 (9<sup>th</sup> grade) Two Rivers School (TRS) North Bend, WA

**Coursework:** Honors Algebra II, Honors Biology, Honors Modern World Studies, English/Language Arts, Computer Science, Health Science (4.0 GPA & Honor Roll both semesters)

### Achievements:

- Chosen as class-rep for WAVA's first ever high school ASB
- Student of the Month (Computer Lit., Honors Algebra II, Modern World Studies)
- Initial member of WAVA's first ever Debate Club
- Chosen as 1<sup>st</sup> ever student leader for WAVA Hiking Club

### Out of School Activities:

- Boy Scout Troop 466 (North Bend) Life-rank Scout & Venture Crew Secretary
- Mount Si School of Karate Purple Belt
- Weekly Chess games w/senior citizen mentor (& built computer together)
- Choir Member/regular attendee at Snoqualmie Methodist Church
- Baritone voice lessons & quarterly solo recitals
- Downhill skiing, hiking, backpacking, rafting

**Work Experience:** Si View Pool Life Guard/Swim Instructor Feb 2016-present

- Attended one-month training/job-shadowing
- Attend monthly skill building training sessions
- Teach swimming fundamentals to various ages (2-13 years old) and skill levels
- Participate in weekly performance reviews

### Volunteer Experience:

- Alpental Leadership Program (13-14, 14-15, 15-16)
- Snoqualmie Valley Food Bank greeter & table staffer
- Youth Activity Center clearing work
- Mountains to Sound tree potting
- National Honor Society projects

### References:

- Tavish McClean (Boy Scout Troop 466 Assistant Scoutmaster), 425-445-4193
- Lee Carney-Hartman (long-time pastor & family friend), 425-444-5556
- Mike Morris (Si View Karate instructor/mentor for 2 yrs), 425-281-0889



## City Council Agenda Bill

SUBJECT:		Agenda Date: August 16, 2016		AB16-089	
<b>Motion Authorizing First Amendments to Professional Services Agreements for Schematic Design of City Hall and to Discuss a Future Resolution Identifying the Municipal Campus Site as the Preferred Location</b>		Department/Committee/Individual			
		Mayor Ken Hearing			
		City Administrator – Londi Lindell		X	
		City Attorney - Mike Kenyon			
		City Clerk – Susie Oppedal			
		Community & Economic Development – Gina Estep			
		Finance – Dawn Masko			
		Public Works – Mark Rigos			
Cost Impact: Total \$40,000 based upon two contracts as follows: TCA: Not to exceed \$20,000 Lawhead: Not to exceed \$20,000					
Fund Source: Civic Center - REET					
Timeline: Immediate					
<b>Attachments:</b> City of North Bend Municipal Campus Site; 1992-94 Public Meetings List; February 2008 Downtown Master Plan Pages 7-9; City Hall Architect Schematic Design Scope of Work; Excel Spreadsheet of Estimated Costs & Square Footage Needs for City Hall; Draft Resolution re Municipal Campus Site as Preferred Location.					
SUMMARY STATEMENT:					
<b>Background</b> The City of North Bend has been discussing the need for a new city hall since the early 1990s when the City conducted a comprehensive analysis of available property to locate a municipal complex. A lengthy public process was conducted and various sites throughout the City were considered to accommodate a new city hall as well as public safety buildings for police and fire and a public works facility. Eventually, the site where both our Public Works Administration Building and Shop and our Fire Station are located was selected (“Municipal Campus Site”). See attached City of North Bend Municipal Campus Site.					
<b>Why do We Need a New City hall?</b> Prior City Councils have discussed various versions of city halls and civic centers in response to the aging infrastructure of your existing city hall, because your staff is separated among three (3) separate buildings, in order to provide the convenience of one stop shopping for your citizens and for this public amenity to act as a catalyst for downtown revitalization.					
A 1993 report prepared by Mithun Architects identified some of the safety issues at city hall as follows: <ul style="list-style-type: none"><li>• City hall contains numerous fire and safety code violations; and</li><li>• Remodeling and additions to city hall have contributed to the serious structural problems and code violations.</li></ul>					
Mithun further stated “the office environment is substandard and affects productivity due to cramped work spaces, noise transmission, corridors through workspaces, lack of privacy, inadequate conference facilities and poor professional image of workplace”. Further, “the mechanical, structural and electrical problems with the existing City hall would be expensive to repair and bring up to current code requirements”.					
These conditions have not improved over the last 23 years but have worsened. Thus, the need for a new city hall is as present today as it was when Council directed the acquisition of the Municipal Campus Site approximately 23 years ago. Unfortunately, a new city hall was never constructed on the Municipal Campus Site. A Public Works Building and a Fire Station were constructed on the site and the history of these improvements are set forth in the attached “Draft” Resolution which is being provided for					

## City Council Agenda Bill

background information this evening but not for action.

### **Downtown Revitalization/City Hall**

At some point after the purchase of the Municipal Campus Site for a city hall, a City Council changed course and considered using the construction of a city hall as a catalyst for redevelopment and revitalization of the historic downtown. The Downtown Master Plan adopted in February of 2008 (“Downtown Master Plan”) provides for “opportunity sites” some of which include “sites with deteriorating buildings” prime for redevelopment. Page 7 of the Downtown Master Plan provides as follows:

*“Several Opportunity Sites were identified as potential locations for a consolidated city hall and planning department. North Bend’s City departments currently occupy multiple facilities near the downtown core. These facilities are aging and have undersized storage space, meeting rooms and Council Chambers. A consolidated facility will improve operational efficiency. City hall **should** remain downtown to catalyze redevelopment and support downtown businesses.”*

The foregoing provision recommends the location of a city hall in downtown. This provision is not mandatory because the term “shall” is not used. One challenge to the vision of the Downtown Master Plan is the Opportunity Sites generally describe a second story city hall with ground floor retail or parking. Such a mixed use development would require acquisition of the downtown derelict properties through an arm’s length purchase and sale agreement as opposed to condemnation. A City may only exercise its powers of condemnation if it obtains the property for a legitimate “public use and necessity” and then uses the property for such uses. If property was acquired through condemnation, then both floors would necessitate such a public use.

### **Glazier Properties**

During the last four years, the City has been involved in various discussions and negotiations with the Glaziers regarding their buildings located along North Bend Way and Main Ave. N. in the City’s historic downtown, including Opportunity Sites identified in the Downtown Master Plan. Many of these discussions centered around construction of city hall to stimulate redevelopment of the derelict Glazier buildings. These negotiations positively resulted in the demolition of four derelict and blighted residential buildings along Main Avenue North and the development of a public parking lot; the recent partial improvement of some of the commercial structures through code enforcement action; the removal of debris from the interior of the Sunset Garage and its occupancy by a tenant; and the transfer of ownership of these building within the family to a member who promises to make improvements to these buildings and add tenants to the same.

The City was unsuccessful in reaching an arm’s length agreement to purchase any of the Glazier properties and was unsuccessful in obtaining control of the properties through other real estate negotiations including purchase of a real estate contract and a promissory note from third parties. The City has the power of condemnation in the event the City seeks to acquire property for “public use and necessity” and a city hall, parking plaza and park constitute such valid public purposes. Some Council members believe the highest and best use for key property fronting North Bend Way is vibrant restaurant and retail (not a city hall) compatible with promoting North Bend as the premiere outdoor adventure destination in the Puget Sound region and thus, have been unwilling to proceed with condemnation. Further, the current economy and market conditions are improving in downtown and the recent openings of the Brickyard Brewery and the Wildflower Wine Shop are examples of this change. Accordingly, unless the City wishes to condemn the Glazier properties, the City will not gain control of these properties for purposes of building its city hall in this previously preferred downtown location.



## City Council Agenda Bill

### Public Participation

It is important to engage the public in determining the location of a public building that will be visited by the citizens of North Bend such as the city hall. There was significant public participation during the early 90s when the City retained Mithun Architects in selecting the Municipal Campus Site (see attached 1992-94 Public Meetings List), in 2008 during the adoption of the Downtown Master Plan (See Pg 3 of the Downtown Master Plan) and more recently in connection with discussions around whether or not the City should move forward with acquiring any of the Glazier properties for a potential civic center site - 17 public meetings during the last 4 years between January 25, 2013 and July 26, 2016.

The City also advertised a Civic Center Town Hall Meeting on June 24, 2013. During this meeting over 60 citizens broke into work groups to discuss what features they would like to see in their dream civic center if money was no object and where was the ideal location for such a civic center. The purpose of this session was to determine what elements the citizens wanted to see in an expanded civic center and a preferred location. The results were mixed on location but a small margin of the majority of the 68 people present preferred a downtown location on North Bend Way as follows:

Preferred Location	Downtown On NBW	Downtown Off NBW	Current Location	Public Works Site	Other Location
Totals	24	20	6	4	9

Staff's intent was to then commence condemnation proceedings on a Glazier property for a civic center and then go to the voters to seek support for acquisition and payment to build a civic center in historic downtown. The foregoing numbers needed to be validated by cost data and many of those who voted in favor of a downtown location commented that their vote was dependent on cost information. Staff next compiled cost data and reported the cost data back to Council. Unfortunately, the cost data was not good news.

### Cost of the Civic Center

After the 2013 Town Hall meeting, the City Administrator estimated a civic center containing all the bells and whistles requested by the citizens (e.g. performing arts center, meeting rooms, plazas, parks, etc.) in the more expensive historic downtown (requires demolition of buildings containing likely hazardous materials) would cost approximately \$13.5 million dollars. In October of 2014 (AB14-100) Council approved hiring Beckwith Consulting for a needs assessment to calculate the City's actual square footage needs for the civic center and to determine if he could reduce the City Administrator's estimate. Beckwith's estimate to construct the civic center was \$9.6 million dollars without property acquisition and legal condemnation costs and at a price per square foot of \$150 and \$185 which is below industry standard. Accordingly, his estimate at a more typical \$250 to \$300 per square foot price with property acquisition costs would be closer to \$15 million dollars. Ultimately, Council determined it simply could not afford to spend this type of money on a civic center with so many other competing needs in the City including deteriorating roads, sewer and other basic infrastructure. Thus, the direction changed to meeting a basic level of service consistent with Council's Financial Priorities of Government as follows: (1) Public Safety; (2) Maintain basic infrastructure (water, sewer, streets); and (3) All remaining governmental services.

### Survey

Council then directed a survey be conducted in November/December of 2015 to ask the voters whether or not they would be willing to pay for a civic center. Ian Stewart from EMS reported these survey findings to you at your January 2016 retreat and in summary the findings were as follows:

- There was not strong support for a new civic center regardless of the location

## City Council Agenda Bill

- People did not want to be taxed for a new civic center
- There was more support for being taxed if somehow it would rid the City of the Glazier blighted properties along North Bend Way but still this support was just barely over 50% and the margin of error was great enough to not make this finding statistically relevant.

The reasons citizens voiced for opposing a new civic center is not believing we need one and this means we need to do a better job communicating some of the significant safety issues with our current building and operational inefficiencies of having staff separated in 3 different locations. Some of the other reasons citizens were opposed to the “civic center” project was “we don’t need anything else” 32%; “we have enough” 10%; the location of the project in downtown 14%; we don’t have enough resources 6%; the city needs other services 12%; we are a small town 10%; other 12%; and refuse 4%.

It is important to remember that these responses may not be relevant to your decision to proceed with a scaled down city hall because the citizens were responding to a “civic center” which included a performing arts center, a police substation, community rooms available for rent, a large downtown park, downtown entry plaza, community plazas, and other items which were amenities that are not basic necessities for the delivery of municipal services. The citizens were also being asked about their willingness to support a tax impact of a civic center costing nearly 3 times the amount of the scaled down city hall.

### Scaled Down City Hall

At the July 26, 2016 Workstudy, Council reviewed the foregoing history of the civic center and the basic needs of the city hall. Notwithstanding the survey findings, the City’s existing facility continues to deteriorate and the Administration continues to struggle to effectively lead an organization which is splintered among three separate buildings. Accordingly, the Mayor and City Administrator suggested a **cost effective** method to achieve a cohesive and highly functioning city operating under a single roof on property already owned by the City not requiring condemnation and legal costs. However, this required the City Council to review its prior 2012 and 2013 civic center goals and decision points and determine whether or not they were still relevant. The majority responded as follows:

Still a Relevant Goal in 2016?	Yes	No
Citizen convenience for one stop shopping by having city staff under 1 roof	X	
Efficient City administration/management by having department directors under 1 roof	X	
Safe working environment for city staff (e.g. no rats, trip hazards, but with heat, AC, etc.)	X	
Provide Police Office (basically desk area and shared kitchen for on duty contract police)	X	
Provide Council Chambers-	X*	
Provide Performing Arts Center		X
Provide <i>Historic Downtown</i> Park/Plaza/Community Gathering Place		X
Require more expensive downtown location for city hall		
Provide adjacent plaza or park area – location immaterial – just next to city hall	X**	
Provide community meeting rooms	X***	
Mixed Use Building with Retail Space on the Ground Floor		X

\*Council only supported if no permanent fixtures so space could be used by citizens for other purposes (e.g. HOA meetings) and wasn’t limited to Council meetings. No raised dais.

\*\*Might have to be phased as funds are available. Use Park Impact Fees.

\*\*\*No extra square footage built. Have public spaces like Council Chambers, conference rooms

## City Council Agenda Bill

available for public use.

The Council next reviewed 5 properties currently owned by the City including the existing city hall building (lot size 10,500 square feet), the existing Community and Economic Development Building (lot size 3900 square feet); the existing Historical Museum/Senior Center Site and the existing Public Works and Fire Station site which is described above as the Municipal Campus Site. The Council directed the Administration to proceed with investigating the Municipal Campus Site for the same reasons it was originally selected for the city hall site as follows:

- The City owns the property without any debt;
- A more affordable city hall can be constructed in this location allowing for the use of other tax revenues for higher priority city services such as public safety and maintaining basic government infrastructure;
- The property was purchased for this intended purpose;
- The property is located outside of the flood plain;
- There is access to two major east-west roadways for ingress and egress to facilitate emergency response of police vehicles. The City's police contract employees will use city hall as a police substation;
- There are no "property rights" issues associated with this location which exist whenever a property must be condemned for public use and necessity;
- The property is centrally located within the City of North Bend providing ease of access fairly to all citizens;
- The portion of the property title which remains solely in North Bend's control is approximately 5 acres and this provides significant room for future expansion, if necessary. The planned approximately 10,000 to 14,000 square foot city hall is planned to accommodate any expected growth for the next 20 years;
- The site is flat and already developed with entrances off both North Bend Way and Cedar Falls Way for the Public Works Building so there will be reduced site development costs as compared to condemning and then demolishing historic buildings with possible hazardous materials;
- Utilities are readily available. There is a 10' water main in the street serving the Public Works Building. ULID #6 sewer main is in NBW which the city hall would connect too. Two storm drainage ponds are available to be expanded at either the Public Works Building or Fire Station;
- Construction of city hall in this location will allow improvement of the Tanner Bike Trail along the Municipal Campus Site and completion of a plaza to incorporate the City's Brand Statement of "We are the small town that is creating the premiere outdoor adventure destination in the Puget Sound region";
- Although this location is not located within the boundaries of historic downtown, in the next 20 years, this location will be part of North Bend's Downtown and the design will encourage a strong physical connection and orientation to the central business district along North Bend Way with pedestrian orientation; and
- This property will allow city hall to be oriented to take advantage of views of Mt Si consistent with Council's direction that new construction should be situated on properties and oriented to take advantage of our spectacular views consistent with our citizen's vision statement of wanting to highlight North Bend's "natural beauty".

The Mayor and City Administrator advised the Council that they were recommending a competition among architects for the first level of schematic design; would proceed with retaining architects to commence schematic designs of a city hall for the Municipal Campus Site and would be returning to Council on August 16, 2016 for its approval of the Professional Services Agreements with a scope of work to design a scaled down city hall with a construction cost of approximately \$5 million dollars.

## City Council Agenda Bill

### **Selection of Architects**

In Washington state, architects and engineers are selected through a qualifications based selection process which is dissimilar than how we award public works contracts which are awarded to the lowest bid by a responsible bidder. In a qualifications based selection process the City is not allowed to base its selection decision on price. The City must assess the expertise of the competing firms and select the most highly qualified firm, then negotiate the final project scope and associated fee. If the City cannot reach an agreement on an agreeable fee, the City can move on to the next architect until they reach an agreeable fee.

The City of North Bend along with many other Washington state cities uses Municipal Research Services Center to maintain our Architect and Engineer roster and MRSC advertises and updates this list in compliance with state law. Thus, we are able to select candidates from this list to interview when seeking architects or engineers for city projects such as city hall. The North Bend City Hall staff team is comprised of Mayor Ken, City Administrator Londi Lindell, Assistant City Administrator/Finance Director Dawn Masko, Community and Economic Development Director Gina Estep, Public Works Director Mark Rigos and Deputy Director Beth Wright. This Team reviewed the various Statement of Qualifications from 3 separate firms and ultimately recommended the City proceed with schematic design with TCA and Lawhead Architects in a competition manner through schematic design. Both of these firms and the architects working on the city's projects have significant experience on public facilities. In fact, both firms have worked successfully with the City in the past on the subject Municipal Campus Site as Lawhead Architects designed the Public Work Buildings and TCA designed the Fire Station.

The attached scope of work describes the work which provides in pertinent part as follows:

- Identify one or two potential building pads for a future 10,000 to 14,000 square foot city hall on the Municipal Campus Site (depending on whether you are preparing a schematic design of a one story or two story city hall) with a building fronting North Bend Way and oriented with views of Mt Si.
- Consider the City's Brand Statement of "North Bend is the small town that is creating the premiere outdoor adventure destination in the Puget Sound region" in the style and design of the city hall and associated site (e.g. plaza, bike trail).
- Consider City's total budget of not to exceed \$5,000,000 for all hard and soft costs in designing a city hall.
- Develop 24 x 36" schematic design drawings showing floor plans, elevations and site plan for a one story city hall and/or a two story city hall providing the following elements:
  - 26 Offices;
  - 1 large conference room-300 sq ft;
  - 2 small 6 person conference rooms;
  - ground floor Council Chambers with no permanent fixtures of approximately 1600 sq. ft. with a connected executive session room;
  - entry lobby connected by glass and audio to Council Chambers;
  - counter space for Public Works, Finance and Community and Economic Development Staff; and
  - Entry plaza fronting on North Bend Way with development of Tanner bike trail incorporated into entry plaza.

Once the architects have completed the schematic designs these will be brought back to the full City Council in an informal workstudy public session to provide the architects an opportunity to present their

## City Council Agenda Bill

respective designs to Council. Council will next direct the selection of the preferred architect. Please note that typical architect fees for the design of a public building customarily will be 8% to 15% of the construction cost of the building. What is being approved tonight is merely First Amendments to increase Professional Services Agreements to not to exceed \$20,000 with two separate firms who have been directed to prepare a schematic designs. Once Council has selected an architect, staff will enter into negotiations for the architect to complete a final design, prepare construction documents, and assist with bidding and possibly, construction administration.

### **Additional Public Participation?**

Under the foregoing section entitled "Public Participation" there is a description of various open houses, visioning workshops, Town Halls, Council Workstudys, Council Meetings, Council Committee Meetings and other public meetings which have occurred over the last 25 years in connection with the significant need for a new city hall and with the decision to locate such a city hall on the Municipal Campus Site. However, more recently, there was a change in direction and there were further public discussions about locating a city hall in the historic downtown. Thus, Council should provide feedback to staff as we proceed through this schematic competition design stage of city hall as to the level of additional public outreach to occur. Certainly, we will advertise the public meetings during which the architects will present the potential designs and ask citizens for feedback. Your CED Director suggests seeking public feedback about the public amenities such as the bike trails, plaza, and park. We will be discussing this issue at a future Council Workstudy.

### **Resolution Setting Forth Property History/Municipal Campus Preferred Location**

Your City Attorney has suggested that Council adopt a Resolution which sets forth the history surrounding the Municipal Campus Site and the developments which have occurred on this site so there is a record of how the decision was made to locate city hall at this site. A draft of such a Resolution has been included with this packet. After you have selected the schematic design for city hall, you will be asked to adopt this Resolution. This Resolution will accomplish two actions: (1) Select the Municipal Campus Site as the preferred location for city hall; and (2) Select the architect and direct the City Administrator to commence negotiations to determine if an agreement can be reached with the Architect. This is just for information purposes tonight and for background information. If you have any requested edits to this Resolution, please provide them to the City Administrator at your convenience prior to adoption.

COMMITTEE REVIEW AND RECOMMENDATION: This was considered by the full City Council at the July 26, 2016 Workstudy with a recommendation to bring the Professional Services Agreement for an architect(s) to prepare a schematic design of a city hall to the Council for review and approval.

**RECOMMENDED ACTION: MOTION to approve AB16-089, authorizing the Mayor to enter into First Amendments in form approved by the City Attorney, with TCA in an amount not to exceed \$20,000, and with Lawhead Architects in an amount not to exceed \$20,000, for the design of City Hall.**

### **RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 16, 2016		







# City of North Bend Municipal Campus Site



## Proposed Municipal Complex Site

The 9.42 acres between North Bend Way and Cedar Falls Way, immediately east of Maloney Grove Ave. is available as a site for North Bend's Public Safety and Public Works facilities. The site is large enough to accommodate an entire city complex including a new City Hall, offices, equipment storage, as well as the Public Safety and Public Works facilities, and all related parking. The site can accommodate a full municipal complex in a planned campus park type of environment.

A portion of this site was reviewed by the City Council previously as a potential location for a new Public Safety facility. The site was shown to be the optimal location considering fire and emergency response time, acquisition and development cost. With the additional acreage now available the site offers an excellent location for centralized North Bend city complex.

## Advantages of Proposed Site

- ✱ Central location within service area
- ✱ Compliance with EMS established response times
- ✱ Access to two major east-west roadways
- ✱ Room for future expansion
- ✱ Minimum site development costs
- ✱ No flooding
- ✱ Within current city limits
- ✱ Ten inch water main adjacent to property
- ✱ Owner willing to carry 15 year contract at municipal bond interest rate
- ✱ Virtually no viable alternative sites available
- ✱ Recent real estate sales suggest that suitable property cost will increase
- ✱ Current zoning for the site has helped maintain affordability

## Why are new city facilities needed?

According to the Municipal Needs Assessment, Public Safety is operating in a space roughly half the size necessary for existing personnel and equipment. With the addition of the medic program, the space problem is even more severe.

- ✱ City Hall contains numerous fire and safety code violations.
- ✱ Remodelling and additions to City Hall have contributed to the serious structural problems and code violations.

The office environment is substandard affects productivity due to:

- ✱ Cramped work spaces;
- ✱ Noise transmission;
- ✱ Corridors through workspaces;
- ✱ Lack of privacy;
- ✱ Inadequate conference facilities; and
- ✱ Poor professional image of workspace.

The mechanical, structural, and electrical problems with the existing City Hall would be expensive to repair and bring up to current code requirements. Even with necessary repairs and code compliance, the facility is inadequate for conducting the business of a modern city government.

Inadequate space and handicap accessibility problems have made it necessary to hold most public meetings (including council meetings) outside of City Hall. The Department of Community Development is now renting office space outside City Hall.

The immediate needs of Public Safety and Public Works, and the inadequate space for public meetings and other municipal government functions make the acquisition of a municipal complex site a desirable priority.



### Revenue for Acquisition and Development

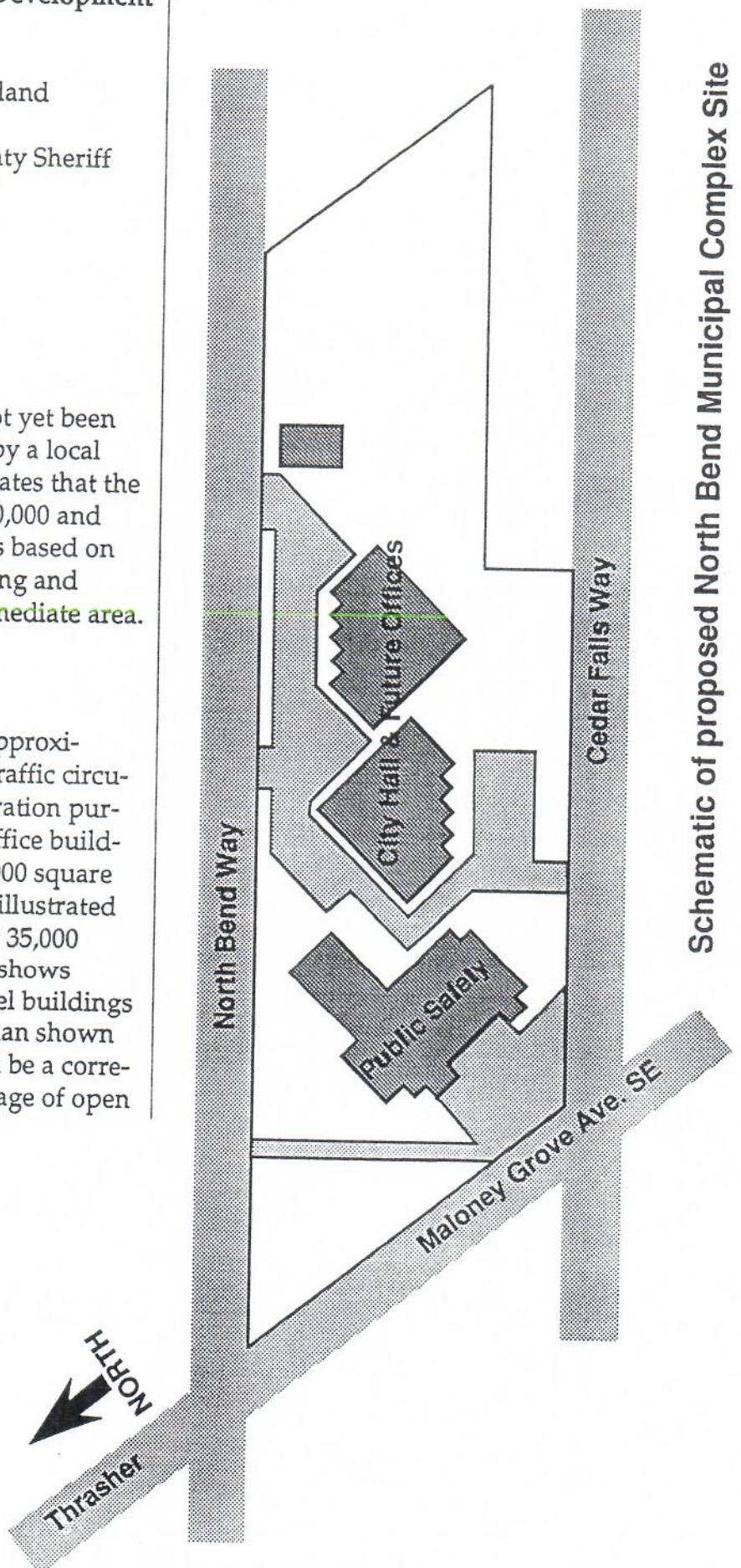
- ✱ Leasing space to DNR
- ✱ Sale of other city owned land
- ✱ Bonding
- ✱ Contract with King County Sheriff
- ✱ General funds
- ✱ Dedicated funds
- ✱ Impact fees
- ✱ Grants

### Cost of Proposed Site

Although a full appraisal has not yet been done, a determination of value by a local appraiser (Ralph Ellinger) estimates that the 9.42 acres is worth between \$450,000 and \$550,000. The estimated value is based on the current low density (G) zoning and comparable sales within the immediate area.

### Map Notes

The scale of this sketch map is approximately 1"=200'. The buildings, traffic circulation, and parking are for illustration purposes only. The City Hall and office buildings are each approximately 22,000 square feet. The Public Safety building illustrated in this example is approximately 35,000 square feet. The schematic map shows single level buildings. Multi-level buildings would have smaller footprints than shown in this example, and there would be a corresponding increase in the percentage of open space. ■







Council &amp; TBD Packet August 16, 2016

Post-It<sup>®</sup> brand fax transmittal memo 7671

# of pages &gt; 1

To	PATH HEDGES	From	FRED BROWN
Co.	NORTH BEND	Co.	MITHUN
Dept.		Phone #	
Fax #	831-6200	Fax #	623-7005



## NORTH BEND MUNICIPAL CAMPUS PUBLIC MEETINGS

- |                |   |
|----------------|---|
| June 22, 1992  | Council/Community/Staff Joint Planning Group<br>Mithun met with council representatives, community representatives, staff, and city administration to define goals for the project. |
| July 16, 1992  | Vision Meeting 1<br>Mithun participated in the Visual Preference Survey, and discussed design issues regarding the Municipal Campus with the participants.                          |
| July 22, 1992  | Vision Meeting 2<br>Mithun attended the presentation, and gathered input, through discussion, from the community regarding their preferences for the Municipal Campus.              |
| July 28, 1992  | Council Work Study<br>Presentation/Discussion of building and site programming requirements.  |
| Dec. 11, 1992  | Council/Community/Staff Joint Planning Group<br>Presentation of plans for Group review and approval.  |
| Feb. 16, 1992  | Council Meeting/Presentation<br>Presentation for approval (canceled)  |
| Dec. 7, 1993   | Council Meeting/Presentation<br>Presentation of program, budget, and schedule for council review and discussion   |
| April 19, 1994 | Council Meeting/Presentation<br>Presentation of process, costs, schedule, and recommendation to approve next step to develop the schematic design.                                  |

ARCHITECTURE  
PLANNING &  
INTERIOR DESIGN  
414 OLIVE WAY  
SUITE 500  
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(206) 623-3314  
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MITHUN PARTNERS, INC.



## Development Opportunity Sites

Infill development and/or redevelopment of key locations could have a significant, positive impact on downtown North Bend. Several of these "Opportunity Sites", illustrated in Figure 5, were identified by the City, the Taskforce and the consultant team during the planning process. They include sites located within the downtown core whose existing use may be better suited to a different location, sites with deteriorating buildings due for redevelopment, sites located along primary access routes to downtown, vacant sites, and sites under City ownership. Specific development recommendations for each Opportunity Site are discussed on the following pages. In general, development recommendations include:

- Mixed-use development with a variety of retail, restaurant, office and residential uses. Establishing new mixed-use development on these Opportunity Sites will:
  - Increase the number of residents, workers and visitors downtown
  - Increase the dollars spent downtown

Several Opportunity Sites were identified as potential locations for a consolidated City Hall and Planning Department. North Bend's City departments currently occupy multiple facilities near the downtown core. These facilities are aging and have undersized storage space, meeting rooms and Council Chambers. A consolidated facility will improve operational efficiency. City Hall should remain downtown to catalyze redevelopment and support downtown businesses.

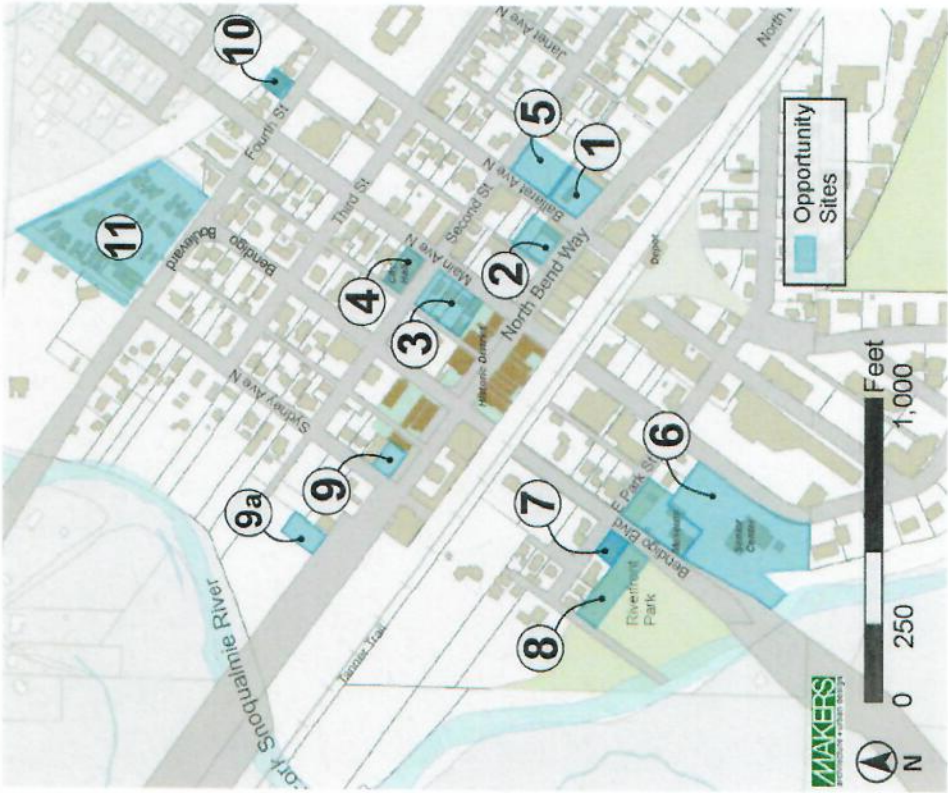


Figure 5. Development Opportunity Sites



## Opportunity Sites

### ■ Sites #1 and #2: Northeast and northwest corners of Ballarat Avenue and North Bend Way (*private property*)

The high visibility and central location of these sites make them prime candidates for redevelopment. Additionally, available alley access on these sites increases capacity, allows for rear-side access and parking, and provides space for service elements. Because the car dealership currently located on the sites (the dealership is located on both sites #1 and #2) may be better suited for a primarily auto-oriented corridor, relocation could be mutually beneficial. Recommended redevelopment for these sites includes mixed-use building(s) with ground-level retail and/or restaurant and upper-level retail, office or residential. Because the site is centrally located, a portion of the sites (away from street frontage) should be considered for public parking, perhaps in conjunction with a portion of the adjacent property to the north (Site # 5). The Traffic and Parking section of this plan discusses determining the need for public parking in more detail.

### ■ Site #3: Southwest corner of Second and Main (*private property*)

This underutilized site with alley access is strategically located in the downtown core. Redevelopment options consistent with the Master Plan vision include:

- A mixed-use building with ground-level retail and/or restaurant and upper-level retail, office or residential, or;
- A new mixed-use building with ground level retail and City Hall / Planning Department facilities located above. Associated parking could be built first, allowing public use of the lot until the new facility is constructed. Upon construction of the new building, City Hall parking could be available for public use on evenings and weekends. Public parking is discussed in more detail in the Traffic, Parking and Pedestrian Safety section of this plan.



Figure 6. Location of Sites #1, #2 and #3



Figure 7. Opportunity Sites #1, #2 (top), and #3 (bottom)

■ **Site #4: Northwest corner of Second and Main  
(Current City Hall/ Fire Station site; City property)**

Redevelopment options consistent with the Master Plan vision include:

- Selling the site subject to an agreement to redevelop with a mixed-use building including ground floor retail and upper-level office or residential. Funding from the sale could be used to purchase a site for the new City Hall, or;
- A new mixed-use building with ground level retail and City Hall / Planning Department facilities located above. This site could be converted to public parking as an interim use. Upon construction of the new building, City Hall parking could be available for public use on evenings and weekends.

■ **Site #5: Southeast corner of Second and Ballarat (DNR property)**

This centrally located property with alley access provides an opportunity to encourage mixed-use development and associated activity along Ballarat and Second. Redevelopment consistent with the Master Plan Vision would include a mixed use building with ground floor retail/restaurant and upper level office or housing. However, because the site is both centrally located and is one block off of North Bend Way, a portion of the site (away from street frontage) should be considered for public parking, perhaps in conjunction with a portion of the adjacent site (Site #1). The Traffic, Circulation and Parking section of this plan discusses public parking in more detail.

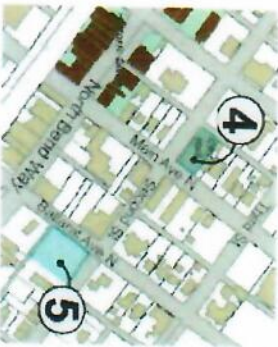


Figure 8. Location of Sites #4 and #5



Figure 9. Opportunity Site #4, City Hall and Fire Department



Figure 10. Opportunity Site #5





**Exhibit A**  
**City of North Bend City Hall**  
**Schematic Design Scope of Work**

Schematic design for approximate 10,000 -14,000 square foot one story or two story City Hall building on an existing Municipal Campus Site located between North Bend Way and Cedar Falls Way, immediately east of Maloney Grove Ave and currently improved with the Public Works Administration Building (approximately 2,000 sq ft), the Public Works Shop (approximately 10,000 sq ft) both designed by Lawhead Architects and various accessory buildings ("Campus Site"). A portion of the original Campus Site was sold to District 38 and the City owns this portion as undivided tenants in common with District 38 and this portion is improved with a new Fire Station that was designed by TCA. The remaining approximately 5 acres contain significant undeveloped areas to be evaluated for a building pad for a new city hall. The City has completed a needs assessment and the attached needs assessment identifies the various offices, conference rooms, council chambers and common spaces to be included in the city hall. Consultant shall perform the following services:

- Review City's needs assessment, square footage and cost estimates and recommend modifications to both square footage and costs based upon best available industry standards.
- Identify one or two potential building pads for a future city hall on the Campus Site (depending on whether you are preparing a schematic design of a one story or two story city hall) with a building fronting North Bend Way and oriented with views of Mt Si.
- Consider the City's Brand Statement of "North Bend is the small town that is creating the premiere outdoor adventure destination in the Puget Sound region" in the style and design of the city hall and associated site (e.g. plaza, bike trail).
- Consider City's total budget of not to exceed \$5,000,000 for all hard and soft costs in designing a city hall.
- Develop 24 x 36" schematic design drawings showing floor plans, elevations and site plan for a one story city hall and/or a two story city hall providing the following elements: (i) 26 Offices (see attached document entitled City Hall Offices for details on offices); (ii) 1 large conference room-300 sq ft; (iii) 2 small 6 person conference rooms; (iv) ground floor Council Chambers without permanent fixtures of approximately 1600 sq. ft. with a connected executive session room; (v) entry lobby connected by glass and audio to Council Chambers; counter space for Public Works, Finance and Community and Economic Development Staff (counter space for Public Works and Community and Economic Development must be connected); (vi) kitchen and lunchroom (assume City staff can share fire station gym); (vii) restrooms (staff and public can share), staff shower; (viii) 2 cubicles for 2 police officers with 2 lockers; (ix) all industry standard common space; (x) entry plaza fronting on North Bend Way with development of Tanner bike trail incorporated into entry plaza; orient City Hall toward views of Mt. Si; and (xi) all necessary parking spaces (at least 50 required by code but seek to minimize asphalt).
- Coordinate on-site investigations, studies, reports, and/or updates as necessary to complete the work.
- Submit design drawings to the City for review and comment.
- Adjust schematic design as required to meet the City's needs.
- Develop specifications describing general types of construction materials, HVAC systems and electrical requirements.
- Provide project administration (project management, meetings, consultation coordination, client correspondence) as required to complete the foregoing work.
- Present 30% design documents, including outline specifications to the City for review and comment.
- Prepare Project Timeline to allow Owner to commence construction in either Spring 2018 (preferable) or Spring 2019.
- Revise Worksheet provided by City listing cost estimates for City Hall to reflect Consultant's square footage estimates to complete the work.
- Obtain approval from the Owner to proceed to the next task which will include selecting a design, and if the architect's design is selected preparing final design, construction documents, assisting with bidding and possible construction administration and closeout.



###

## EXHIBIT A SCOPE OF WORK North Bend City Hall - 11,000 population buildout

item	unit	quantity	unit cost	qty cost
1	sq feet	1	\$0	\$0
2	sq feet	1	\$0	\$0
3				\$0
4	prepare new building footprint - site utilities & Storm drainage	30,000		\$350,000
5	construct ground floor building lobby	909	\$300.00	\$270,000
6	construct ground floor Council chambers/executive sessions room	1,600	\$300.00	\$480,000
7	construct ground floor conference center	300	\$200.00	\$60,000
8				
9				
10				
11	construct ground floor records center, vault, archives	500	\$150.00	\$75,000
12				
13				
14	construct two police desks and shared 6 person 200 sq ft conf room	500	\$250.00	\$125,000
15	construct ground floor Administration & Clerk Offices 2nd floor lobby	900	\$250.00	\$225,000
16	construct ground floor Comty & Econ Dypt office/counter space 10 FTE	1,700	\$250.00	\$425,000
17	construct ground floor Finance office/counter space 8 FTE	1,500	\$250.00	\$375,000
18	construct ground floor Public Works office/counter space 5 FTE	1,000	\$250.00	\$250,000
19	construct building core and support space	1,800	\$250.00	\$450,000
20				
21	construct 36 parking stalls	12,900	\$12.00	\$154,800
22				
23				
24	construct corner plaza and Tanner bike Trail with Park Impact Fees	4,300	\$75.00	\$322,500
25				
26				
27	install native landscaping in buffer areas	240	\$15.00	\$3,600
Subtotal construction (direct development) costs				\$3,565,900
28	install furnishings/audio visual in chambers	1,600	\$35.00	\$56,000
29	install furnishings/equipment in lobby	909	\$45.00	\$40,905
30	acquire systems furnishings for open office areas	21	\$7,000.00	\$147,000
31	architectural/engineering fees (construction)			
32	Washington State sales tax (construction + furnishings)			\$307,558
33	general contractor OHP & mobilization			\$499,226
34	permits, fees and miscellaneous. City code waives impact fees/permit			
Subtotal soft (indirect development) costs				\$1,050,689
35	project contingency (direct and indirect)	5.0%		\$178,295
Total development costs				\$4,794,884
Total Interior Square Footage				10,709



## RESOLUTION

### **A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, SELECTING THE MUNICIPAL CAMPUS SITE LOCATED AT 1155 EAST NORTH BEND WAY, NORTH BEND, WASHINGTON, AS THE PREFERRED LOCATION FOR A NEW CITY HALL AND SELECTING AN ARCHITECT FOR THE CITY HALL DESIGN**

**WHEREAS**, in determining whether or not to locate a new city hall on certain real property currently improved by an existing public works administration building and shop and by a fire station, it is important to review the history of why this property was originally purchased and the history of each of these improvements to the site;

**WHEREAS**, the City of North Bend contracted with Mithun, a Seattle architectural firm, to conduct a number of public meetings and workshops in 1992, 1993 and 1994 to ascertain citizen and Council preference and vision regarding the preferred location for a municipal campus for a city hall, police station, fire station and public works facilities.

**WHEREAS**, Mithun then conducted an extensive search of all available properties within the City of North Bend to locate a “Municipal Campus Site” which would be centrally located for the citizens, outside of the floodplain to facilitate emergency response, provide sufficient property for expansion and be affordable.

**WHEREAS**, by Municipal Campus Site Evaluation and Design Report dated December 7, 1993 and Municipal Facilities Site Analysis dated November 1994 prepared by Mithun (collectively, the Mithun Reports) a preferred site was identified comprised of approximately 9.42 acres located between North Bend Way and Cedar Falls Way immediately east of Maloney Grove Ave. (the “Municipal Complex Site”)

**WHEREAS**, Mithun, recommended the City consider the following features in connection with construction of a city hall on the Municipal Complex Site:

- City hall should have a strong physical connection to the central business district along North Bend Way with pedestrian orientation;
- Design major car access off SE Cedar Falls; and
- Create a park like “Village Green” which is a traditional feature of many small town city halls.

**WHEREAS**, the advantages of the Municipal Campus Site were described in the Mithun Reports as:

- Central location within service area;
- Compliance with EMS established response times;
- Access to two major east-west roadways;



- Room for future expansion;
- Minimum site development cost;
- No flooding;
- Within current city limits; and
- Ten inch water main adjacent to property (Note: ULID #6 has now extended sewer to property within North Bend Way also).

**WHEREAS**, by Real Estate Purchase and Sale Agreement dated March 19, 1992, between the City of North Bend as Buyer and North Bend Auto Parts, Inc, executed by Frank Padavich as Seller, recorded June 6, 1992 in the Office of King County Records, North Bend purchased the Municipal Complex Site for a purchase price of \$475,000 with final payment being made on or about November 1, 2010.

**WHEREAS**, at the August 17, 1999 regular North Bend City Council meeting, Council approved awarding the design of the Public Works administration building and shop (Public Works Buildings) to Lawhead Architects in the amount of \$173,028, which was later amended to increase this design contract by \$24,245 on May 15, 2001 by Resolution No. 804, for a total of \$197,273 for design services;

**WHEREAS**, by Resolution No. 803, the City Council awarded the lowest qualified bid to Premium Construction for construction of the Public Works Buildings. The total cost (including both construction and design) for building the Public Works Buildings was \$3,381,220.

**WHEREAS**, on April 19, 2011, the North Bend City Council approved awarding a design contract to TCA Architects to design the Fire Station for the Municipal Campus Site and for contract administration in the amount of \$436,040;

**WHEREAS**, at the June 5, 2012, the North Bend City Council awarded a construction contract to Kirtley-Cole Associates, LLC for a new Fire Station on the Municipal Campus Site. Total soft and hard construction costs for the Fire Station when completed was \$5,187,325 and these costs were shared between the City of North Bend and Fire District #38 who the City owns the Fire Station with as tenants in common;

**WHEREAS**, at a June 24, 2013 Special City Council Workstudy, a Town Hall meeting was advertised and held to gather public input regarding the preferred location of a civic center. Approximately 68 people attended and the preferred location of a civic center to include a performing arts center was in the historic downtown in order to revitalize some vacant and derelict buildings;

**WHEREAS**, Council awarded a contract to Beckwith Consulting on October 7, 2014 to conduct a needs assessment for the civic center in the preferred historic downtown location and the estimated cost to construct a civic center was \$9.6 million without the costs associated with property acquisition and litigation associated with condemnation;

**WHEREAS**, in 2014 Council adopted Financial Priorities of Government for purposes of allocating limited taxpayer resources in the following order:

1. Public safety;
2. Maintain basic infrastructure (water, sewer, streets, etc.)
3. All remaining governmental services (e.g. parks, municipal buildings, etc.)

**WHEREAS**, there are many general governmental needs competing for limited tax revenues and Council has determined it is necessary to reduce the scope of the civic center to a city hall and address the most pressing needs of providing a safe working environment for city staff in one location so citizens can conduct business conveniently.

**WHEREAS**, on August 16, 2016, the City Council approved First Amendments to Professional Services Agreements with Lawhead Architects and TCA Architects who were retained to prepare schematic designs of a city hall on the Municipal Campus Site for the City Council's review and consideration.

**WHEREAS**, on October 25, 2016, the architects each presented their various designs which included possible site plans, floor plans and elevations of a city hall to the City Council at a regular City Council Work and Council selected their preferred design for a city hall.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1. Preferred Location for City Hall.** The preferred location for the North Bend City Hall is on the Municipal Campus Site for the following reasons:

- The City owns the property without any debt;
- A more affordable city hall can be constructed in this location allowing for the use of other tax revenues for higher priority city services such as public safety and maintaining basic government infrastructure;
- The property was purchased for this intended purpose;
- The property is located outside of the flood plain;
- There is access to two major east-west roadways for ingress and egress to facilitate emergency response of police vehicles. The City's police contract employees will use city hall as a police substation;
- There are no "property rights" issues associated with this location which exist whenever a property must be condemned for public use and necessity;
- The property is centrally located within the City of North Bend providing ease of access fairly to all citizens;
- The portion of the property title which remains solely in North Bend's control is approximately 5 acres and this provides significant room for future expansion, if necessary. The planned approximately 10,000 to 12,000 square foot city hall is planned to accommodate any expected growth for the next 20 years;
- The site is flat and already developed with entrances off both North Bend Way and Cedar Falls Way for the Public Works Building so there will be reduced site

development costs as compared to condemning and then demolishing historic buildings with possible hazardous materials;

- Utilities are readily available. There is a 10' water main in the street serving the Public Works Building. ULID #6 sewer main is in NBW which the city hall would connect too. Two storm drainage ponds are available to be expanded at either the Public Works Building or Fire Station;
- Construction of city hall in this location will allow improvement of the Tanner Bike Trail along the Municipal Campus Site and completion of a plaza to incorporate the City's Brand Statement of "We are the small town that is creating the premiere outdoor adventure destination in the Puget Sound region";
- Although this location is not located within the boundaries of historic downtown, in the next 20 years, this location will be part of North Bend's Downtown and the design will encourage a strong physical connection and orientation to the central business district along North Bend Way with pedestrian orientation; and
- This property will allow city hall to be oriented to take advantage of views of Mt Si consistent with Council's direction that new construction should be situated on properties and oriented to take advantage of our spectacular views consistent with our citizen's vision statement of wanting to highlight North Bend's "natural beauty".

**Section 2. City Hall Design.** The Mayor is authorized to enter into negotiations with

---

*(insert name of architect City selects after reviewing schematic designs)*

and if an agreement can be reached to return with a Professional Services Agreement for Council's review and approval at a future City Council meeting

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

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**Kenneth G. Hearing, Mayor**

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**Michael R. Kenyon, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:

Posted:

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**Susie Oppedal, City Clerk**



## City Council Agenda Bill

<b>SUBJECT:</b>		<b>Agenda Date: August 16, 2016</b>		<b>AB16-090</b>
<b>A Resolution Authorizing a Developer Extension Agreement with Polygon Homes for Cottages at North Bend</b>		Department/Committee/Individual		
		Mayor Ken Hearing		
		City Administrator – Londi Lindell		
		City Attorney - Mike Kenyon		
		City Clerk – Susie Oppedal		
		Community & Economic Development – Gina Estep		
		Finance – Dawn Masko		
		Public Works – Mark Rigos, P.E.		
Cost Impact: N/A				
Fund Source: N/A				
Timeline: Immediate				
<b>Attachments:</b> Resolution, Exhibit A – Developer Extension Agreement				
<p><b>SUMMARY STATEMENT:</b></p> <p>Polygon Homes submitted a preliminary plat application for the “Cottages at North Bend” which is a 37-lot subdivision fronting both SE Cedar Falls Way and North Bend Way, just west of Cascade Covenant Church. Before the plat can be recorded, certain infrastructure improvements will need to be constructed including extensions of the City’s sewer, stormwater, and street systems. Per Section 19.01.200 of the North Bend Municipal Code, the developer must enter into a developer extension agreement (DEA) with the City. The DEA is for the developer to design and construct these improvements, post the necessary bonds, and pay for all City expenses related to the review, inspection, and administration of the DEA.</p> <p>The DEA between Polygon Homes and the City has been prepared by staff, reviewed by the City Attorney, and reviewed by Polygon Homes. The DEA is comprised of the following contract documents:</p> <ul style="list-style-type: none"> <li>- Agreement to Construct Extension to Sewer, Stormwater, and Street Systems;</li> <li>- Checklist;</li> <li>- Performance Bond;</li> <li>- Maintenance Bond;</li> <li>- Utilities Easement(s);</li> <li>- Bill of Sale;</li> <li>- Standards for Preparation of Extension Plans and Specifications; and</li> <li>- General Conditions for Developer Extensions.</li> </ul> <p>Once the improvements are constructed, the Bill of Sale will be signed by Polygon Homes and presented to City Council along with a resolution to accept the improvements for ownership and maintenance by the City.</p>				
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> This item was discussed by the Transportation &amp; Public Works Committee on August 10<sup>th</sup> with the recommendation for approval and placement on the consent agenda.</p>				
<p><b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB16-090, a resolution authorizing the Developer Extension Agreement with Polygon Homes for the Cottages at North Bend 37 Lot Plat.</b></p>				
<b>RECORD OF COUNCIL ACTION</b>				
<i>Meeting Date</i>	<i>Action</i>		<i>Vote</i>	
August 16, 2016				



## RESOLUTION

### **A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING THE DEVELOPER EXTENSION AGREEMENT WITH POLYGON HOMES FOR INFRASTRUCTURE FOR THE COTTAGES AT NORTH BEND 37-LOT SUBDIVISION**

**WHEREAS**, Polygon Homes has applied for and received preliminary plat approval for a the 37-Lot Subdivision fronting both SE Cedar Falls Way and North Bend Way, just west of Cascade Covenant Church commonly known as or to be known as Cottages at North Bend (“the Subdivision”); and

**WHEREAS**, the conditions of approval for final plat of the Subdivision include the installation of certain infrastructure in accordance with City standards; and

**WHEREAS**, Polygon has applied for a developer extension agreement to extend the City’s water system, sewer system, street system, and storm drainage system for the Subdivision pursuant to NBMC 19.01.200; and

**WHEREAS**, the City has prepared a developer extension agreement for the required improvements, which was reviewed and approved by the City Attorney in accordance with NBMC 19.01.200; and

**WHEREAS**, the developer extension agreement requires Polygon to pay fees and deposits for plan review and construction inspections, along with applicable storm charges; and

**WHEREAS**, the City will be requiring that all deposits, fees, permits, bonds, and insurance be in place prior to any infrastructure work;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND,  
WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is authorized to enter into the Agreement to Construct Extensions to Sewer, Stormwater, and Street Systems between Polygon Homes and the City, with

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associated documents (together, the “Developer Extension Agreement Contract Documents”) for infrastructure work associated with the proposed Cottages at North Bend 37 Lot Subdivision, in substantially the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16<sup>TH</sup> DAY OF AUGUST, 2016.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Kenneth G. Hearing, Mayor**

\_\_\_\_\_  
**Michael R. Kenyon, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:  
Posted:

\_\_\_\_\_  
**Susie Oppedal, City Clerk**

## **DEVELOPER EXTENSION AGREEMENT CONTRACT DOCUMENTS**

### **Sewer, Stormwater, and Street**



**DEVELOPER EXTENSION AGREEMENT  
CONTRACT DOCUMENTS**

**Sewer, Stormwater, and Street**

**PROJECT TITLE:** Cottages at North Bend - 37 Lot Plat

**DATE:** \_\_\_\_\_, 2016

**DEVELOPER NAME:** Polygon Northwest Company

**MAILING ADDRESS:** 11624 SE 5<sup>th</sup> Street, Suite 100; Bellevue, WA 98005

**PHONE:** (425) 586-7700

**CONTACT:** David Avenell (David.Avenell@polygonhomes.com)

**CITY OF NORTH BEND  
A MUNICIPAL CORPORATION OF  
THE STATE OF WASHINGTON**

**MAYOR: Kenneth G. Hearing**

**City Council**

**Brendon Elwood  
Alan Gothelf  
Trevor Kostanich  
Ross Loudenback  
Jeanne Pettersen  
Jonathan Rosen  
Martin Volken**

**City of North Bend  
211 Main Avenue North  
P. O. Box 896  
North Bend, WA 98045  
(425) 888-1211 FAX (425) 831-6200**

**City Staff**

**City Administrator: Londi Lindell  
City Attorney: Mike Kenyon  
Public Works Director: Mark Rigos, P.E.**

**DEVELOPER EXTENSION AGREEMENT  
CONTRACT DOCUMENTS**

**Sewer, Stormwater, and Street**

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**CHECKLIST**  
**for Constructing Extensions**  
**to the Sewer, Stormwater, and Street Systems**

**Name of Extension:** Cottages at North Bend – 37 Lot Plat

**Owner:**

Name: Polygon Northwest Company  
Address: 11624 SE 5<sup>th</sup> Street, Suite 100  
Bellevue, WA 98005  
Phone: (425) 586-7700

**Developer:**

Name: Polygon Northwest Company  
Address: 11624 SE 5<sup>th</sup> Street, Suite 100  
Bellevue, WA 98005  
Phone: (425) 586-7700

**Developer's Agent:**

Name: Bryan Schwartz, PE  
Barghausen Consulting Engineers, Inc.  
Address: 18215 72<sup>nd</sup> Avenue S  
Kent, WA 98032  
Phone: (425) 251-6222

**Dates Accomplished:**

Sewer: \_\_\_\_\_  
Stormwater: \_\_\_\_\_  
Streets: \_\_\_\_\_

**A. Approval of Agreement**

1. Signed Agreement Submitted (Developer)
2. Administrative, Legal and Engineering Fee and Deposits Paid (Developer)
3. Evidence of Environmental Compliance (Developer)
4. Environmental Significance (City Engineer)
5. Extension Agreement Approved (City)
6. Resolution Accepting Agreement (City)

**B. Required Before Plans are Prepared or Approved**

1. Preliminary Plat Map or Site Plan (scale 1"=20') (Developer)
2. Contour map with 2 contour intervals NAVD '88 Datum (scale 1"=20') (Developer) Eight sets of the Extension Construction Plans and 3 copies of Specifications if prepared by Developer's Engineer (Developer)

**C. Required Before Construction by Developer**

1. Approval of Developer's prepared Plans and Specifications (City Engineer)
2. Construction Cost Estimate and Bill of Sale forms (Engineer)
3. Plans and Specifications approved by appropriate outside Agencies as applicable (Engineer)
4. Application for and Receipt of Necessary Permits (Developer)
5. Performance Bond (Developer)
6. Certificate of Insurance (Developer)
7. All Required Easements Obtained, if applicable (Developer)

**D. Required Before Construction Begins**

1. Submittal of Material and Equipment List (Contractor/Developer)
2. Pre-construction Conference
3. Approval of Material and Equipment List (City Engineer)
4. 48-hours Notice of Start of Construction to City (Contractor/Developer)

**E. Required Before any Service is Connected**

1. All Extension Fees and Charges Paid (Developer)
2. Other Charges established by City Ordinance Paid (Developer)
3. Approval of Completion of Construction (City Engineer)
4. Executed Bill of Sale Delivered to City (Developer)
5. Resolution Accepting Facilities (City)
6. Substitution of Maintenance Bond for Performance Bond (Developer)

**F. To Be Done Prior to Warranty Expiration**

1. At 11 months after Acceptance, re-inspect all facilities and notify Developer of Deficiencies, if any (City)
2. Follow-up to Correct Deficiencies, if any (City)
3. Expiration of one-year warranty

## **AGREEMENT TO CONSTRUCT EXTENSIONS TO SEWER, STORMWATER, AND STREET SYSTEMS**

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**AGREEMENT TO CONSTRUCT EXTENSION TO  
SEWER, STORMWATER, AND STREET SYSTEMS**

POLYGON NORTHWEST COMPANY, LLC, a limited liability corporation (the “Developer”), hereby enters into this Agreement to Construct Extension to Sewer, Stormwater, and Street Systems (the “Agreement”) with the City of North Bend, a municipal corporation of the state of Washington (“City”), for permission to construct and install certain sewer mains and appurtenances or other sewer system improvements, stormwater mains and appurtenances or other stormwater system improvements, and/or street improvements or extensions in the public right-of-way and/or on private property in connection with the Cottages at North Bend 37-Lot Plat (the “Extensions”), and to connect the same to the City’s sewer, stormwater, and street systems.

**1. GENERAL**

- A. Upon approval of the City Council and execution of this Agreement, Developer is hereby authorized to construct extensions to the City’s sewer, stormwater, and/or street systems subject to the following, each of which is incorporated herein by this reference and all of which are collectively referred to as the “Contract Documents” and included herewith:
  - 1. the terms and conditions of this Agreement, and all exhibits and addenda hereto;
  - 2. Performance Bond
  - 3. Maintenance Bond;
  - 4. Utilities Easement(s), if any;
  - 5. Bill of Sale;
  - 6. Standards for Preparation of Extension Plans and Specifications; and
  - 7. the General Conditions for Developer Extensions;
- B. Developer shall pay all costs of designing, engineering and constructing the Extensions. All construction shall be done to City standards and according to plans approved by the City.
- C. Upon final acceptance by the City of the Extensions as set forth herein, the City will provide sewer service and/or stormwater service through the Extensions to residential customers on Developer’s Property (defined below) in accordance with applicable laws, rules, regulations, and resolutions and policies of the City.
- D. The term of this Agreement shall commence on the date of the last signature hereto, and shall expire on the date of final acceptance of the Extensions by the City.



## 2. LOCATION OF EXTENSIONS

The Extensions will be installed to serve the property owned by Developer ("Developer's Property"), which is legally described as follows:

Cottages at North Bend – 37 Lot Plat on King County Assessor Tax Parcel Number 152308-9240 and 9022 with the following Legal Description:

PARCEL B2, KING COUNTY BOUNDARY LINE ADJUSTMENT NO. L97L0141, RECORDED UNDER RECORDING NUMBER 9802239020, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON.

### B.N.R.R. LEGAL DESCRIPTION:

THAT PORTION OF THE 75-FOOT BURLINGTON NORTHERN RAILROAD RIGHT OF WAY ADJACENT TO THE NORTHEASTERLY LINE OF PARCEL B2, KING COUNTY BOUNDARY LINE ADJUSTMENT NO. L97L0141, RECORDED UNDER RECORDING NO. 9802239020, BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL B2, BEING ON THE SOUTHWESTERLY MARGIN OF SAID RAILROAD RIGHT OF WAY;  
THENCE NORTH 54°32'03" WEST, 438.02 FEET ALONG SAID SOUTHWESTERLY MARGIN TO THE MOST NORTHERLY CORNER OF SAID PARCEL B2;  
THENCE NORTH 37°35'49" EAST, 78.46 FEET ALONG A NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF SAID PARCEL B2 TO THE NORTHEASTERLY MARGIN OF SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 54°32'03" EAST, 438.02 FEET ALONG SAID NORTHEASTERLY MARGIN TO THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID PARCEL B2; THENCE SOUTH 37°35'49" WEST, 78.46 FEET ALONG SAID PROLONGATION TO THE POINT OF BEGINNING.

The Extensions will be installed in the Developer's Property, in property subject to easements benefitting Developer's Property, and/or in the property of other persons contributing to the costs of the Extensions (said other persons hereby join in this Agreement and are referred to as "Additional Owners") and in such other properties described in this Agreement. The property of Additional Owners is described as follows ("Additional Owners' Property"): None.

## 3. DESCRIPTION OF EXTENSION

A. Sewer Extension

The proposed sewer extension will consist of approximately 954± linear feet of 8-inch sewer mains and other applicable sewer system facilities and appurtenances located within Developer's Property as shown on the preliminary plat or site plan attached hereto as **Exhibit A**, which is incorporated by this reference. In addition to the above extension within Developer's Property, the following described sewer system facilities located outside Developer's Property are also subject to this Agreement: None.

B. Stormwater Extension

The proposed stormwater extension will consist of approximately 1,531± linear feet of 6-inch to 12-inch stormwater mains, 8,430± square feet of LID infiltration trenches and other applicable stormwater system facilities and appurtenances located within Developer's Property as shown on the preliminary plat or site plan attached hereto as **Exhibit A**. In addition to the above extension within Developer's Property, the following described storm system facilities located outside Developer's Property are also subject to this Agreement: 636± linear feet of 6-inch to 12-inch stormwater mains and 255± square feet of LID infiltration trenches and other applicable stormwater system facilities and appurtenances located within the SE Cedar Falls right-of-way.

C. Street Extension

The proposed street extension will consist of approximately 974± linear feet of street and alleys, including installation of new sidewalks, curbs, gutters, asphalt concrete surfacing, street trees, street lights and pavement marking and striping of all new surfacing located within Developer's Property as shown on the preliminary plat or site plan attached hereto as **Exhibit A**. In addition to the above extension within Developer's Property, the following described street extension located outside the Developer's Property are also subject to this Agreement: 438± linear feet of half-street frontage improvements along SE Cedar Falls Way including installation of new sidewalks, curbs, gutters, asphalt concrete surfacing, street trees, street lights and pavement marking and striping of all new surfacing.

D. Modifications to Described Extensions

The City may require that the above-described sewer, stormwater, and street extensions be modified (including changes in design and location) during the preparation of construction plans and specifications as deemed necessary by the City. The construction plans and specifications, when approved by the City, shall be deemed the documents describing the sewer, stormwater, and street extensions to be authorized for construction by Developer under this Agreement.

**4. EXTENSION FEES, DEPOSITS, AND CHARGES**

Extension fees, costs and charges shall be paid by Developer for the services and costs listed below, at the rate set forth in Section 5 herein:

A. City Administrative Services

1. Review and revisions, if necessary, to the Agreement and preparation of resolutions accepting the Agreement and amending the City's Comprehensive Plan (if required).
2. General consultation with Developer regarding the requirements of the City, the procedures for Developer to make the Extensions, and the administration of the Agreement.
3. Preliminary review of the proposed development and preliminary determination of the sewer, stormwater, and street facilities required to extend services to Developer's Property.

B. City Basic Engineering

1. Preparation of construction plans and specifications or review and approval of construction plans and specifications prepared by Developer's engineer.
2. Preparation of the construction cost estimate and bill of sale forms.
3. Submittal of contract plans and specifications to the appropriate regulatory agencies for approval.
4. Review of this Agreement for purposes of state and county permits, where applicable.
5. Consultation with Developer during the period of the Agreement regarding design of the Extensions, the City's specifications, and other City requirements.
6. Review for environmental compliance.

C. City Construction Engineering Services

1. Schedule and conduct pre-construction conference.
2. Review of construction stakes provided by Developer's engineer and surveyor as described in Paragraph 6 of the General Conditions for Developer Extensions.

3. Daily inspection of the construction in progress as required to ensure that the construction of the Extensions are in accordance with the approved construction plans and specifications.
4. Inspection of the tests required by the specifications and inspection of any re-testing which may be necessary.
5. Final inspection of the completed Extension and preparation of the inspection report setting forth any deficiencies that may exist.
6. Re-inspection of deficient work.
7. Final review of the completed Extensions and examination of the required documents to ensure that the City has legal title to the necessary easements and/or rights-of-way, review and approval of Developer's warranty and bill of sale, and preparation of a final recommendation of acceptance of the completed Extensions.
8. Revision of plans to conform to construction records.

D. Reimbursement for City's Legal Services

1. Review and revisions, if necessary, to the Agreement and preparation of resolutions accepting the Agreement and amending the City's Comprehensive Plan (if required).
2. Preparation of easements as required.
3. Preparation and/or review of Developer's Performance Bond, Insurance Certificate, and other performance guarantees and security.
4. Preparation of reimbursement agreement, if required.
5. Any other legal services required by the City in conjunction with this Agreement and administration of the Extensions.

E. Additional City Legal, Engineering, and Other Professional Services

1. Revision of the contract plans and specifications and work occasioned by the need, request or act of Developer related thereto, or review and approval of revisions prepared by Developer's engineer.

2. Additional legal and/or engineering fees may be charged on a time-and-expense basis where a special contract is required and/or special problems arise with such third parties as King County, Boundary Review Board, State of Washington, or others, in order for the City to enter into this Agreement and/or comply with SEPA or NEPA which requires the representation of the City's legal counsel and/or Engineering Consultant.
3. Any other work reasonably required by the City in conjunction with this Agreement and/or administration of the Extensions.

F. Other Costs

1. All other fees and additional charges as required by governmental agencies.

G. Connection Charges and Reimbursement Amount

1. *Connection Charges*

The City has established charges for connection to the sewer, and storm water systems. The amounts of the charges are established by ordinance and are subject to amendment based on adjustments in the cost of providing new facilities, the actual cost of facilities and improvements previously constructed and changes in the City's Comprehensive Plan which may alter the nature, extent and cost of these facilities.

2. *Reimbursement Amount*

Where Developer's Property is served in whole or in part by an existing extension constructed by others and transferred to the City, and a reimbursement agreement was in effect at the time Developer submitted its development application, Developer shall pay a reimbursement to the City representing the fair and equitable share of the existing extension to which all or a portion of Developer's Property may be connected.

The reimbursement for existing facilities is established by resolution of the City Council based on the actual cost of construction of the facility and a proration of the cost of that facility so that the properties which are benefited may connect to the facility. The reimbursement will vary for each existing facility based on its cost and the benefitting property.

3. *Service Charges*

Developer acknowledges and agrees that the City may impose service charges and other taxes and fees as allowed by law upon property owners/residents for

sewer, stormwater, and street services. Nothing in this Agreement shall be construed to restrict or prohibit the City's imposition of such charges, fees, or taxes.

## 5. CALCULATION OF COSTS, FEES, AND CHARGES

### A. Administrative and Other Services

Fees and charges for all administrative and other services and reimbursements described in Sections 4(A) through 4(E) will be invoiced by the City on an actual time and expense basis. The term "time and expense basis" shall mean the City's actual cost for services rendered by the City staff or its contractors or consultants.

### B. Other Costs and Charges

Payment for the fees, charges, and costs described in Sections 4(F) and 4(G) shall be based on actual incurred costs or in such amount as is established by City ordinance for such fee, cost, or charge.

## 6. PAYMENT OF FEES AND CHARGES

### A. Developer Deposit

Developer shall deposit with the City upon execution of this Agreement the amount of the City's initial estimate of certain fees, costs and charges associated with this Agreement. Should the actual amount of these fees, costs or charges exceed the amount deposited, the City shall, at the end on the month in which the fees, costs and charges exceed the deposit, provide an updated written estimate to the Developer. Within fifteen (15) days of receiving the new estimate, Developer shall deposit with the City an amount equal to the difference between the City's new estimate and the amount previously deposited by Developer. Deposits not made within fifteen (15) days shall bear interest at 12% per month or portion thereof until paid. No Extension shall be connected to the City's systems until all fees, charges, and other costs due under this Agreement are paid in full by the Developer.

The City's initial estimate for the fees, costs and charges is set forth below. Developer shall deposit the total amount indicated upon execution of this Agreement:

1.	Administrative	\$ 500.00 (Estimate)
2.	Remaining Engineering Services	\$ 10,000.00 (Estimate)
3.	Construction Inspection	\$ 44,400.00 (Estimate)
4.	Legal Services	\$ 2,000.00 (Estimate)
5.	Final Plat Processing	\$ 8,000.00 (Estimate)

CITY OF NORTH BEND  
DEA CONTRACT DOCUMENTS

6.	Construction Cash	\$	0.00
7.	Other Costs	\$	0.00
TOTAL ESTIMATE AMOUNT		\$	64,900.00

B. Connection Charge and Reimbursement Estimate

All connection charges and reimbursement amounts shall be paid by Developer to the City prior to the issuance of any building permit, in accordance with the current City of North Bend Taxes, Rates and Fees Schedule. Acceptance of the completed Extensions by the City and provision of services to Developer's Property shall be in accordance with this Agreement and applicable North Bend Municipal Code requirements.

A preliminary estimate of the Connection, Impact and Reimbursement Fees is attached hereto as **Exhibit B** and incorporated by this reference. The fees are subject to the City's Taxes, Rates, and Fees Schedule and subject to change by the City.

**7. PRELIMINARY ENGINEERING**

In order to receive City review and approval of the Extensions, Developer shall furnish two (2) copies of the plat map, topographic map and proposed roads profile sheets in electronic format prior to the City's ordering of the engineering plans from its Engineer. The contour elevation and road profile elevations shall be referenced to NAVD '88 datum. In the event Developer's engineer prepares the construction plans and specifications, the above information shall be a part of the extension construction plans to be reviewed and approved by the City's Engineer.

The final plat map shall be to the scale of 1-inch = 20 feet. The contour map shall have a scale of 1-inch = 20 feet and contour intervals of two (2) feet or less. The road profile sheets shall be to the scale of 1-inch = 20 feet.

Developer shall provide a minimum of one benchmark, datum being NAVD '88, on the project site; and the elevation and location of the benchmark shall be indicated on the maps furnished by Developer.

**8. INSURANCE AND INDEMNIFICATION**A. Insurance Requirements

Developer shall procure and maintain insurance covering public liability and injury and property damage to third parties, in which the City and the City's Engineer shall be named additional insureds, to the extent required in Paragraph 10 of the General Conditions, without interruption from commencement of construction of the Extensions through thirty (30) days after the completion of the Extensions. Developer's maintenance of insurance, its scope of coverage, and limits as required herein shall not

be construed to limit Developer's liability to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. Before beginning construction of the Extensions, Developer shall furnish the City with original certificates of insurance and a copy of the amendatory endorsements, including but not limited to the additional insured endorsements, evidencing these insurance requirements have been satisfied. A copy of the certificates of insurance shall be included with the final Contract Documents, and a cover page is included for that purpose.

B. Indemnification

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and expert witness fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

**9. PERFORMANCE BOND**

Prior to beginning construction of the Extensions, Developer shall furnish to the City a Performance Bond between Developer and the City, in the form approved by the City and included herewith as part of the Contract Documents, in an amount equal to the City Engineer's estimated cost of the Extensions in existing public rights-of-way.

The performance bond shall assure and guarantee compliance with this Agreement, the satisfactory completion of all Extensions, payment of all fees required herein, restoration of any impacted pre-existing City facilities in accordance with the terms of this Agreement, and shall hold the City harmless from any claims resulting therefrom.

**10. CONSTRUCTION CASH DEPOSIT**

Developer may provide the City with a cash deposit in lieu of the performance bond required by Section 9 herein. No construction shall be commenced until the cash deposit is accepted by the City. This cash deposit shall be conditioned and held subject to the same terms as the Performance Bond in Section 9, and will be refunded to Developer upon satisfactory completion of the Extensions and connection of the Extensions to the existing system; provided, that in the event pre-existing City facilities have not been repaired or restored as required by this Agreement, the City may, in addition to any other rights it may have, retain the total amount of the cash deposit as liquidated damages or such portion of said deposit as may be necessary to defray such costs.

**11. EASEMENTS**



Any necessary easements shall be obtained by Developer at its sole cost and expense in the form approved by the City and included herewith as part of the Contract Documents. The easement(s) shall name the City as grantee, and a copy of each easement shall be delivered to the City before Developer begins construction on the Extensions. Upon completion of the Extensions and prior to acceptance of the Extensions by the City, a title insurance policy insuring the City's clear title to the easement, in a sum not less than \$5,000 per 500 feet of easement, shall be provided to the City by Developer.

## **12. PERMITS**

All the necessary permits from any governmental agency shall be obtained by Developer directly and the City shall be provided with a copy of all permits obtained by Developer before construction commences. The City shall not be required to appeal the denial of any such permit, and the risk of obtaining and complying with all permits and approvals rests solely with Developer.

## **13. GRADING OF ROADS**

Developer shall grade all roads to the design sub grade elevation prior to the start of construction on any utility and shall advise the City in writing of any changes which may be contemplated during construction.

If Developer changes the sub grade elevation of the road after completion of the Extensions or any part thereof, Developer shall be responsible for all costs incurred to raise or lower the utility as required as a result of said change in sub grade elevation.

## **14. MAINTENANCE OF CORRECT GRADES ON SEWER PIPELINES**

Developer and its contractor shall maintain the correct grades between manholes and shall check all the intermediate grade stakes by means of a taut grade wire between at least three intermediate grade stakes. In the event that the grade stakes do not line up, the work shall be stopped until the situation is corrected. The contractor shall make certain that all sewers slope toward the connection to the existing sewer and run at a constant grade between manholes.

## **15. CONNECTION TO THE CITY'S SYSTEM**

Not less than 48 hours prior to the time that connection to the City's system is desired, written agreement for permission to make the actual connection to the City's system shall be made by Developer or its contractor. All connections to the existing system and all testing of the new line shall be at a time and in the manner specified by the City and shall be conducted in the presence of the City's authorized representative. Where

connections to the City's water or sewer system would, in the opinion of the City, create unacceptable disruption to service, such connection shall be made by live tap.

#### **16. CONDITION PRECEDENT**

The City's obligation to allow connection of the Extensions to the City's system, or to provide sewer, stormwater service or street extensions to Developer's Property, shall not arise until Developer has complied with all terms and conditions of this Agreement, and all applicable ordinances, resolutions and requirements of the City, including payment of all fees and charges.

The City shall not be obligated to provide sewer, stormwater, or street services to Developer's Property or Additional Owner's real property unless or until the construction of the Extensions has been completed and title accepted by the City.

#### **17. FINAL ACCEPTANCE**

Following the City Engineer's final inspection and approval of the Extensions as having been completed in accordance with the plans and specifications of this Agreement, Developer shall convey ownership to all or such portions of the Extensions to the City as directed by the City.

Upon acceptance of ownership by the City, the Extensions shall be the property of the City and subject to the control, use, and operation of the City, and to all applicable regulations and charges as established by the City from time to time.

Prior to such acceptance, Developer shall execute and deliver to the City a bill of sale and a maintenance bond as follows:

A. The bill of sale for the Extensions (or portion thereof) shall be provided in the form approved by the City and included herewith as part of the Contract Documents and containing the warranty set forth in Paragraph 23 of the General Conditions for Developer Extensions, entitled "Warranties of Developer." For plans prepared by Developer's engineer, Developer shall also provide the City with as-built record drawings on mylar and on computer disk in AutoCAD format, certified by a licensed professional land surveyor.

B. The maintenance bond shall be provided in the form approved by the City and included herewith as part of the Contract Documents, and shall assure and guarantee Developer's obligations to correct defects in design, labor and/or materials as provided in this Agreement, and to defend, indemnify and hold harmless the City as provided in this Agreement. The maintenance bond shall continue in force from the date of acceptance and transfer of ownership for a period of one (1) year. The maintenance bond shall be in an amount equal to ten percent (10%) of the cost of said Extensions, or Five Thousand And No/100 Dollars (\$5,000.00), whichever is greater.

**18. LIMITATION ON ACCEPTANCE****A. Completion**

The Extensions shall be complete and accepted within five (5) years of the date of execution of this Agreement by the City.

**B. Failure to Commence Construction**

In the event Developer, after the receipt of approved construction plans from the City, has not commenced construction, and if the City determines, in its absolute discretion, that it is necessary that the Extensions be completed in order that the City can provide water, sewer, stormwater and/or street service to Developer's Property, then the City may give Developer and Additional Owners notice (by certified mail to the addresses shown herein) that construction of the sewer, stormwater, and street improvements must be commenced within sixty (60) calendar days of mailing said notice. If construction is not commenced within the time specified in said notice, the City may terminate this Agreement by written notice to Developer and Additional Owners. In such event, the City shall retain all payments and deposits made by Developer to the City and the City may, at its discretion, proceed with construction of the sewer, stormwater and/or street improvements.

If a delay in the City's preparation of the plans or the City's review of Developer's prepared plans is occasioned by failure of Developer to provide necessary data or information to the City's engineer for a period of sixty (60) days after notice of the need for such data or information, then the City may terminate this Agreement by written notice to the Developer.

**C. Failure to Complete Construction**

If the Extensions are not completed and accepted within five (5) years from the date this Agreement is executed by the City, Developer's rights under this Agreement shall cease unless the City consents to the renewal of the Agreement or the City and Developer enter a new agreement. In either event, Developer may be required to pay additional administrative fees and additional legal, engineering, and inspection costs as determined by the City.

In the event no new agreement or renewal of this Agreement is entered, the City, in its sole discretion, may proceed to require completion of construction under the provision of Developer's Performance Bond for any Extensions on Developer's Property, Additional Owner's Property, existing rights-of-way and/or easements.

**19. WARRANTY OF AUTHORITY**

The undersigned Developer and Additional Owners warrant that they constitute the exclusive owners of all of Developer's Property and Additional Owners' Property, and agree to provide, upon request of the City, title insurance at Developer's sole cost and expense, establishing to the satisfaction of the City that the parties executing this Agreement constitute the owners of all the real property described herein and have the authority to execute this Agreement with respect to said real property.

**20. ENFORCEMENT; ATTORNEYS' FEES**

The parties agree to resolve disputes under this Agreement by binding arbitration as provided in Section 28 of the General Conditions, and further acknowledge and agree that by submitting to the alternative dispute resolution process, they intend to surrender their right to have any dispute decided in a court of law by judge or jury. In the event that this Agreement is referred or placed into the hands of attorneys for enforcement of any portion, or if binding arbitration is instituted with respect to a dispute under this Agreement, then the prevailing party shall be paid its reasonable attorneys' fees and expert witness fees, costs, and all other reasonable expenses in connection therewith.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2016.

Developer: \_\_\_\_\_

By: \_\_\_\_\_

Additional Owners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF NORTH BEND**, King County, Washington

By: \_\_\_\_\_

Kenneth G. Hearing, Mayor

**EXHIBIT A**

**Cottages at North Bend  
37 Lot Subdivision  
Plat**



## **EXHIBIT B**

### **Estimate of Connection, Impact and Reimbursement Fees**

EXHIBIT B					
Cottages at North Bend, 37 - Lot Plat					
Preliminary Estimate of					
Connection, Impact and Reimbursement Fees					
Total Number of Lots	37				13-Jul-16
Existing Lots					
Existing Utility Billing Information					
Water Tap	5/8"	0			
Irrigation		0			
Sanitary Sewer		0			
Flood		0			
Storm		0			
	NBMC Reference	Current Fee as of 7/4/2016 Schedule		Extended Cost	
1 Water Extension			Sallal Water Service Area - Not a Part		
Additional Services			- Includes one 5/8" Irrigation Meter (Assumed)		
General Facility Charge	13.38.020(A)	\$ 6,880.00	Payable at time of building permit issuance for each individual lot	\$ -	
Meter Installation Charge (Drop)	13.08.070(B)	\$ 252.95	5/8" Meter	\$ -	
Reimbursement Amount	\$ -			\$ -	
Application Fee		\$ 50.00		\$ -	
Inspection Fee		\$ 154.00		\$ -	
2 Sewer Extension					
Additional Services		37			
General Facility Charge	13.38.040(A)	\$ 5,840.00	Payable at time of building permit issuance for each individual lot	\$ 223,628.00	
Application Fee		\$ 50.00			
Inspection Fee		\$ 154.00			
ULID #6 Assessment based on March 20, 2012 Final Assessment Roll		\$ -	Per lot Share to be determined prior to final plat approval. Assessed per lot by monthly payment plan or lump sum payment.	\$ -	
3 Stormwater Extension					
Additional Services		37			
General Facility Charge (Lot)	13.44.110(A)(1)	\$ 790.00	Payable at time of building permit issuance for each individual lot	\$ 29,230.00	
General Facility Charge (Plat - Streets & Sidewalks)		\$ 790.00	Per Equivalent Service Unit based on the amount of impervious surface created for streets and sidewalks. 1 ESU = 2,920 square feet. Payable prior to recording of the final plat.	\$ 14,006.70	
Impervious Areas:					
Sidewalk	Area	16,436.00 SF			
Driveway Aprons	Area	4,302.00 SF			
Handicap Ramps	Area	493.00 SF			
Streets and Tracts	Area	30,530.00 SF			
Pond Access	Area	- SF			
Total Impervious Area		51,761.00 SF			
ESU Equivalent		17.73 ESU			



EXHIBIT B					
Cottages at North Bend, 37 - Lot Plat					
Preliminary Estimate of					
Connection, Impact and Reimbursement Fees					
4 Street Extension					
Additional Services			37		
Transportation Impact Fees	17.38.120	\$	10,671.06	Payable at time of building permit issuance for each individual lot	\$ 394,829.22
Reimbursement Amount			0.00		
5 Floodplain Management	14.12.050	\$	154.00	Payable at time of building permit issuance for each individual lot. Only for development in SFHA.	\$ 5,698.00
6 School Cottage Dwelling Unit Ord. 1565	17.32.10	\$	1,657.61	Payable at time of building permit issuance for each individual lot	\$ 61,331.57
7 Fire	17.34.10	\$	622.25	Payable at time of building permit issuance for each individual lot	\$ 23,023.25
8 Park	17.36	\$	3,922.00	Payable at time of building permit issuance for each individual lot	\$ 145,114.00
TOTAL ESTIMATED FEES					\$ 896,860.74

(1) Estimated Fees per the May 4, 2015 City of North Bend Taxes, Rates & Fees schedule.

(2) Subject to annual changes per City Code requirements.

## **PERFORMANCE BOND**

**CITY OF NORTH BEND**

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That we, \_\_\_\_\_ as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of North Bend ("the City") in the full sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the conditions of this obligation are such that the Principal has entered or will enter into a developer extension agreement (the "Agreement") in writing with the City of North Bend, dated \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for:

Contract No.: \_\_\_\_\_

Contract Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and the terms, conditions and covenants specified in said Agreement, including all of the Contract Documents therein referred to, are hereby incorporated by reference as though fully set forth;

**NOW, THEREFORE,** if the Principal shall faithfully perform all the provisions and requirements of the Agreement, including all of the Contract Documents, according to the terms and conditions thereof, and shall hold the City of North Bend harmless from any loss or damage to any person or property by reason of any negligence on the part of the Principal, its contractor, and/or subcontractor in the performance of said work, and shall pay all laborers, mechanics, subcontractors and material men and all persons who shall supply such person or persons or subcontractors with provisions and supplies for carrying on of such work, and shall further indemnify and save harmless the City from any defect or defects in any of the workmanship or materials entering into any part of the work as defined in the Agreement which shall develop or be discovered within one (1) year after the final acceptance of such work, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and the City shall have the right to sue on this bond for any breach of the contract on this bond; provided, however, that the provisions of this bond shall not apply to any money loaned or advanced to the Principal or any subcontractor or other person in the performance of any such work.

**IT IS FURTHER DECLARED AND AGREED** that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding, and the Surety waives notice of any alteration, or extension of time, made by the City.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_ City/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ is the person who appeared before me, and said person  
acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized  
to execute the instrument and acknowledge it as the \_\_\_\_\_ of  
\_\_\_\_\_ to be the free and voluntary act of such party for the uses and  
purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Print: \_\_\_\_\_)  
NOTARY PUBLIC in and for the State of Washington  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ is the person who appeared before me, and said person  
acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized

to execute the instrument and acknowledge it as the \_\_\_\_\_ of  
\_\_\_\_\_ to be the free and voluntary act of such party for the uses and  
purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Print: \_\_\_\_\_)  
NOTARY PUBLIC in and for the State of Washington  
My appointment expires \_\_\_\_\_

**Note:** A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.

## **MAINTENANCE BOND**

**CITY OF NORTH BEND**

**MAINTENANCE BOND**

Know all men by these presents, that we, \_\_\_\_\_, as Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of North Bend ("the City") in the full sum of \_\_\_\_\_ (\$\_\_\_\_\_) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the conditions of this obligation are such that the Principal has entered or will enter into a developer extension agreement (the "Agreement") in writing with the City of North Bend, dated \_\_\_\_ day of \_\_\_\_\_, 20\_\_ for the following Extensions as described in the Agreement:

**AND WHEREAS**, the City requires a guarantee from the Principal against defective materials and workmanship in connection with maintenance of the Extensions;

**NOW, THEREFORE**, the Principal does hereby covenant and agree that it shall make any and all repairs or replacements which are necessary during the period of \_\_\_\_\_, by reason of defective materials or workmanship in connection with the Extensions. If such defective materials or workmanship occur within said period, the City shall give the Principal and Surety written notice thereof within fifteen (15) days after discovery by the City. When each such repair or replacement is made to the satisfaction of the City the obligation of the Principal and Surety shall be discharged as to such repair or replacement.

Any such repairs or replacements which are made pursuant hereto shall in like manner be subject to the terms and conditions hereof.

All suits at law or in equity to recover on this bond must be instituted within one (1) year after the expiration of the maintenance period provided for herein.

**SIGNED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_  
City/Zip: \_\_\_\_\_ City/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ is the person who appeared before me, and said  
person acknowledged that he/she signed this instrument, on oath stated that (he/she) was  
authorized to execute the instrument and acknowledge it as the  
\_\_\_\_\_ of \_\_\_\_\_ to be the  
free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Print: \_\_\_\_\_)  
NOTARY PUBLIC in and for the State of Washington  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ is the person who appeared before me, and said  
person acknowledged that he/she signed this instrument, on oath stated that (he/she) was  
authorized to execute the instrument and acknowledge it as the  
\_\_\_\_\_ of \_\_\_\_\_ to be the  
free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Print: \_\_\_\_\_)  
NOTARY PUBLIC in and for the State of Washington  
My appointment expires \_\_\_\_\_



**Note:** A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this maintenance bond.

## UTILITIES EASEMENT

**WHEN RECORDED RETURN TO:**

CITY CLERK  
CITY OF NORTH BEND  
P O BOX 896  
NORTH BEND, WA 98045

GRANTOR:

GRANTEE:

ASSESSOR'S TAX PARCEL NUMBER:

ABBREVIATED LEGAL DESCRIPTION:

LEGAL DESCRIPTION:

**EASEMENT AGREEMENT**

This Easement Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between \_\_\_\_\_ ("Grantor") and the City of North Bend ("Grantee").

1. Recitals.

a. The Grantor is the owner of that certain real property legally described on the attached **Exhibit A**, which is incorporated herein by this reference ("Parcel A").

b. The Grantee is a municipal corporation of the state of Washington, and this Easement Agreement is for the benefit of Grantee.

c. This Easement Agreement sets forth the terms and conditions under which the Grantor will grant the Grantee an easement in the portion of Parcel A described below.

2. Grant of Easement. For valuable consideration, receipt and sufficiency of which is acknowledged, the Grantor warrants, grants and conveys to the Grantee, a perpetual and exclusive easement over, across and under that portion of Parcel A which is legally described on the attached **Exhibit B**, which is incorporated herein by this reference ("Easement Area").

3. Purpose of Easement. The Easement is granted for the purpose of the installation, operation and maintenance of \_\_\_\_\_ (the "Improvements"). Grantee

and its agents, designees and/or assigns shall have the right at such times as deemed reasonably necessary by Grantee, to enter upon Parcel A to inspect, construct, reconstruct, operate, maintain, repair, and replace the Improvements.

4. General Provisions.

a. Binding Effect. This Easement Agreement shall be binding upon and inure to the benefit of the parties and their successors, heirs, assigns, and personal representatives and all persons claiming by, through or under the parties hereto. The Easement created shall run with the land.

b. Applicable Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction over and venue of any suit arising out of or related to this Agreement shall be exclusively in King County, Washington.

c. Attorneys' Fees. In the event that any suit or other proceeding is instituted by either party to this Easement Agreement arising out of or pertaining to this Easement Agreement, including but not limited to filing suit or requesting an arbitration, mediation, or other alternative dispute resolution process, and appeals and collateral actions relative thereto, (collectively, "Proceedings"), the substantially prevailing party as determined by the court or in the Proceedings shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and all costs and expenses incurred relative to such suit or Proceedings from the substantially non-prevailing party, in addition to such other relief as may be awarded.

d. Entire Agreement. This Easement Agreement contains the entire agreement between the parties with respect to this matter. It may not be modified except in writing signed by the party against whom enforcement of the modification is sought.

e. Waiver. The waiver by a party of a breach of any provision of this Easement Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by that party. No waiver shall be valid unless in writing and signed by the party against whom enforcement of the waiver is sought.

f. Severability. If for any reason any portion of this Easement Agreement shall be held to be invalid or unenforceable, the holding of invalidity or enforceability of that portion shall not affect any other portion of this Easement Agreement and the remaining portions shall remain in full force and effect.

g. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing delivered to the party, or sent by certified mail to the address listed below for that party:

GRANTOR:

GRANTEE:

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR: \_\_\_\_\_

GRANTEE: \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Print: \_\_\_\_\_)  
NOTARY PUBLIC in and for the State of Washington  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Print: \_\_\_\_\_)  
NOTARY PUBLIC in and for the State of Washington  
My appointment expires \_\_\_\_\_

## **BILL OF SALE**

**FILED FOR RECORD AT REQUEST OF:**

CITY CLERK  
CITY OF NORTH BEND  
P O BOX 896  
NORTH BEND, WA 98045

## BILL OF SALE

**KNOW ALL MEN BY THESE PRESENTS** that for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned Seller(s) \_\_\_\_\_, do(es) by these presents hereby convey, set over, assign, transfer and sell to the **City of North Bend** (the "City"), a municipal corporation of the state of Washington, the following described wastewater collection system, storm drainage system, curbs, and/or street paving and warrants against defects in labor or materials appearing within one (1) year from the date hereof:

Commonly known as:

Seller warrants that he/she/they/it is/are the sole owner(s) of all the property described above and has/have full power to convey all rights herein conveyed and agree to hold the City of North Bend harmless from any and all claims which might result from execution of this document.

Seller warrants that the property above described is free from all liens and encumbrances and Seller warrants and will defend the property hereby sold to City and its successors and assigns against the lawful claims and demands of all persons.



By accepting and recording this instrument, the City accepts and agrees to maintain the wastewater collection system, storm drainage system, curbs, and street paving as part of the City's wastewater collection system, stormwater system, and street system in the same manner as though it had been constructed by the City.

IN WITNESS WHEREOF the Seller(s) has/have executed these presents this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Seller: \_\_\_\_\_ Purchaser: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Print: \_\_\_\_\_)  
NOTARY PUBLIC in and for the State of Washington  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this

instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Print: \_\_\_\_\_)  
NOTARY PUBLIC in and for the State of Washington  
My appointment expires \_\_\_\_\_

## **STANDARDS FOR PREPARATION OF EXTENSION PLANS AND SPECIFICATIONS**

CITY OF NORTH BEND

STANDARDS FOR PREPARATION OF EXTENSION  
PLANS AND SPECIFICATIONS

- 1. GENERAL.....
- 2. DESIGN BY DEVELOPER’S ENGINEER.....
- 3. DESIGN SPECIFICATIONS AND CRITERIA.....
- 4. EASEMENTS/RIGHTS-OF-WAY.....
- 5. CONSTRUCTION DRAWING FORMATS.....

**CITY OF NORTH BEND****STANDARDS FOR PREPARATION OF EXTENSION  
PLANS AND SPECIFICATIONS****1. GENERAL**

The following standards are to be followed in the design of extensions to the sewer, stormwater systems, and streets of the City, and the preparation of plans and specifications for the construction of these extensions. These standards are to be followed except where specific deviations are approved by the City.

**2. DESIGN BY DEVELOPER'S ENGINEER**

**A. Selection of Engineer.** Developer shall have the right to select its own engineer to design and prepare the plans or have the City Engineer perform such design and preparation. Developer's Engineer shall only have authority to design and prepare the plans for the extension to the City's sewer, stormwater system, and streets. The design shall conform in all respects to City specifications and must be approved by the City Engineer prior to commencement of construction. Failure by the City to discover errors, omissions, or discrepancies in the plans shall not relieve Developer of the responsibility to ensure that the plans prepared by Developer's Engineer conform in all respects to City specifications.

Should Developer elect to use its own Engineer to design and prepare the plans, at the time of development and submission of this Agreement to the City for execution, Developer shall notify the City in writing of the person or firm proposed to do the work. Nothing contained in this Agreement shall create any contractual rights between the City and any person or firm employed by Developer to design and prepare the plans.

**B. Reliance.** The reliance of the Developer's Engineer on any information provided by the City for design purposes will be addressed as follows:

In the event Developer elects to use its own Engineer to design and prepare the plans, the City shall make available to Developer such information as it may have regarding existing utilities and obstructions. Such information is not guaranteed; it is made available to Developer for such value as it may have. Incompleteness or errors in this information shall not be the cause of claim against the City Engineer or the City, nor shall it relieve Developer of the responsibility for repairing any damage its activities may cause to such utilities. It shall be Developer's responsibility to contact all necessary utilities and determine what existing utilities and obstructions may exist.

When the Developer proposes to design and to prepare construction plans using his own engineer, a pre-design conference with the City's Engineer is recommended, but not required, to ensure there is a clear understanding of the City standards and the specific improvements required to extend the City sewer, stormwater and street systems to serve Developer's Property.

**C. Ownership of Designs.** The originals of all plans prepared by Developer's Engineer and as modified to reflect as-built conditions shall be delivered to the City upon completion of construction and shall become the property of the City. Neither Developer nor Developer's Engineer shall have any rights of ownership, copyright, trademark or patent to the plans.

### **3. DESIGN SPECIFICATIONS AND CRITERIA**

Construction materials, procedures, details, and designs shall comply with the latest revisions to the following applicable standards:

Streets – WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction (latest edition), including Special Provisions contained in Divisions 2 through 9 and amendments to Division 1;

Sewer – Washington State Dept. of Ecology's Criteria for Sewage Works Design; and

Stormwater – King County Surface Water Design Manual (latest edition).

The design of Extensions shall be consistent with the City's approved Comprehensive Plans, North Bend Municipal Code, the regulations and standards of the Department of Health, Eastside Fire and Rescue, and all other applicable state, county, and local agency regulations.

Specific criteria established by the City are as follows:

#### **A. Sewer System**

1. Minimum size for all sewer pipe shall be 8-inches except where line is less than 150 feet and will not be extended.
2. Minimum slope on all sewer pipe shall comply with Department of Ecology standards except for 8-inch. Minimum slope for 8-inch sewer pipe shall be 0.005 feet/foot except where a lesser slope is specifically approved by the City Engineer.
3. All sewer pipe invert elevations at manholes shall be computed to the center of the manhole.
4. Where the combined slope of the sewer line entering or exiting a manhole is less than 0.05 feet per foot, a drop of 0.1 foot shall be provided between the invert of the new sewer pipe and existing sewer pipes.
5. The location and size of oversized sewer lines shall be designated by the City Engineer.
6. All sewer manholes shall be located at street centerline or 6-foot south or west of street centerline.

7. Location of all sewers shall not exceed a horizontal distance or more than 10 feet from street centerline.
8. Sewer lines shall be designed such that the invert elevation of the side sewer stub at the property line is at least 4 feet deep and below the lowest expected floor elevation of the structure to be served such that the slope of the service line from the property line to the building is at least 0.02 feet/foot. The invert elevation of the connection plus the rise of the side sewer to the property line shall be based on its length and minimum slope of 0.02 feet/foot plus 1.0 foot. The design elevation of the side sewer stub shall be shown on the construction plan.
9. Sewer lines shall be extended to the boundaries of the property being served providing access for future service of adjacent properties.
10. All side sewer service lines shall be 6-inches or larger. Dual services are not allowed.
11. Clean-outs for all side sewers shall be located at the property line of the lots being served and at bends and 100-foot intervals on the private properties.

## **B. Stormwater System**

### Mainline Stormwater System:

1. Minimum size for all storm drain pipe shall be 12-inches, except that those pipes which connect curb inlets to main storm drains may have a minimum diameter of 8-inches, and a maximum length of 60 linear feet if conflicts with other utilities prevent the use of 12-inch diameter pipe.
2. Minimum slope of storm drains shall be 0.005, except that larger diameter pipe may be installed at a smaller slope if approved in advance by the City Engineer.
3. Maintain uniform line and grade between all catch basins.
4. Install catch basins at all changes of line, grade, change in pipe size or material, at all pipe intersections and at ends of all storm drain pipe, except driveway culverts and at maximum drain spacing of 300 feet. Maximum length of overland drainage shall be 300 feet.
5. Extend mainline storm sewers to boundary of project to serve adjacent upstream properties.
6. Design location of pipe shall be along south and west street curbs, except as required to match existing utilities.
7. Minimum depth of cover over top of pipe shall be 2 feet, unless otherwise approved by the City Engineer.
8. Extend service lines to property line where under future paving, curbs or sidewalks.
9. Notice pipe size, length, slope and invert elevations in profile on each run between catch basins.
10. Drainage facilities must be designed in accordance with the latest version of the King County Surface Water Design Manual.
11. In areas where open ditches are allowed, they shall be constructed with minimum depth of 3 feet, minimum side slope of one and one-half feet horizontal to one vertical, with driveway culverts 12 inch minimum diameter.

12. Culvert ends shall be beveled and shall be protected with quarry spall armor for full depth of ditch, or pipe ends shall be vertical with concrete headwalls.

**C. Footing and Downspout Drain:**

1. Minimum diameter shall be 6-inches to property line.
2. Minimum slope shall be 1% or minimum 3 feet per second velocity, whichever is greater.
3. Provide 3 foot minimum depth at property line, or deeper if required by lot topography.
4. Provide individual drain for each house or lot.
5. All drain lines shall enter the storm system at catch basins

**D. On-Site Detention:**

On-site detention of stormwater shall be designed and installed in accordance with the latest version of the King County Surface Water Design Manual for all development or redevelopment.

**E. Streets**

1. Right-of-way width shall be in accordance with the street's classification.
2. All intersections shall be 90 degree, unless approved in advance by the City Engineer.
3. Street extensions shall be laid out to promote efficient vehicular circulation.
4. All rights-of-way shall be extended to property lines to avoid landlocking adjacent parcels, unless otherwise approved through the platting process.
5. Maximum permitted road grade is 15%.
6. Adequate transverse slope must be provided for surface water drainage.
7. Maximum dead end street length is 300 feet.

**4. EASEMENTS/RIGHT-OF-WAY**

Whenever sewer and/or stormwater lines are located outside of public street rights-of-way, easements shall be of sufficient width to allow for future replacement of the facility without damage to permanent adjacent improvements. In general, if the sewer and/or stormwater line is located in the center of the easement, its minimum width shall be 15 feet. Special circumstances may require additional widths, such as for deep sewer lines.

**5. CONSTRUCTION DRAWING FORMATS**

The City desires to maintain a consistent format to its construction drawings, and therefore requires that all construction drawings conform to the following format unless exceptions are approved in advance by the City's Engineer.



The following format and requirements are minimum for normal type system extensions. Unusual or special facilities or construction requirements may dictate additional drawings and drawing requirements.

- A. Sheet size: 22" x 34" mylar.
- B. Sewer, Stormwater, and Street Plan: a separate construction plan is required at a scale of 1-inch = 20 feet, showing all existing or proposed utilities, existing or proposed street surfacing and improvements, street centerline and stationing, street right-of-way margins, street names, legal identifications of properties such as lot number or tax parcel number, section subdivision lines, all property lines and all easements.
- C. Sewer Plan - show the following:
  - 1. Station and offset to each manhole. Number each manhole consecutively in the new sewer system based on an agreed upon numbering system. Begin at the connection to existing system and proceed upstream. Branch lines shall use the subnumber of the manhole on the line number.
  - 2. Show the size, material, slope, and length of each sewer line between manholes.
  - 3. Show the location of all side sewer stubs and the invert elevation at the end of the stub.
  - 4. Show details as necessary to direct the contractor in making connections to the existing system and to protect existing facilities during construction of the new sewers.
  - 5. All other work and materials required for the construction of the extension shall be clearly shown and concisely illustrated on the plan.
- D. Street/Stormwater Plan – show the following:
  - 1. Station and offset to each catch basin. Number each catch basin consecutively in the new storm water system based on an agreed upon numbering system. Begin at the connection to existing system and proceed upstream. Branch lines shall use the subnumber of the catch basin on the line numbered.
  - 2. Show the size, material, slope, and length of each stormwater line between catch basins.
  - 3. Show details as necessary to direct the contractor in making connections to the existing system and to protect existing facilities during construction of the new storm water system
  - 4. All other work and materials required for the construction of the extension shall be clearly shown and concisely illustrated on the plan.
  - 5. Right-of-way width, pavement width, sidewalk and landscaping location.
  - 6. Location of stormwater facilities.
  - 7. Radius and tangent points of all curves.
  - 8. Grading plan showing location and extent of all cuts and fills.
  - 9. Specification of pavement, gutter, curb, and sidewalk materials.

E. Sewer or Stormwater Profile – Profiles of proposed sewer mains shall be provided on the associated plan drawing of the sewer mains. Profile shall be shown directly under the plan layout of the pipe. Profiles of proposed storm pipes shall be similarly provided on the associated plan drawing of the street/storm systems. The scale of these drawings shall be 1-inch = 20 feet horizontal and 1-inch = 5 feet vertical.

F. Sewer profile—show the following:

1. For each manhole, show the rim elevation, invert elevation of all sewer entering or leaving the manhole, and the manhole number and location (street station and offset).
2. Show the sewer line profile and the existing and proposed ground lines. Identify the size, material, slope, and horizontal length of the sewer line on the profile.
3. Above the ground line indicate the profile location by street name or other right-of-way designation.
4. Show all crossing utility and designate special materials or construction procedures that may be required.
5. Provide a legend to clearly illustrate the composition of the profile.

## **GENERAL CONDITIONS FOR DEVELOPER EXTENSIONS**

**CITY OF NORTH BEND**

**GENERAL CONDITIONS  
FOR DEVELOPER EXTENSIONS**

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24. CORRECTION OF DEFECTS OCCURRING WITHIN  
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**GENERAL CONDITIONS  
FOR EXTENSIONS CONSTRUCTED BY DEVELOPERS**

**1. SCOPE**

Set forth below are general conditions for extension of the City's sewer, stormwater systems, and streets by developers. Reference to or requirements for non-applicable conditions for any particular application will be construed to have no meaning relative to the performance of such work. All other conditions shall be strictly followed.

**2. DEFINITIONS**

The following terms, as used in developer extension agreement contract documents, shall be defined and interpreted as follows:

- A. "Agreement" shall mean the Agreement to Construct Extension to Sewer, Stormwater, and Street Systems entered into by the Developer and the City.
- B. "City" shall mean the City of North Bend, King County, Washington.
- C. "City Engineer" shall mean the consulting engineer employed by the City or contracted by the City for the administration of this Agreement.
- D. "Contract Documents" shall have the meaning ascribed in the Agreement.
- E. "Developer" shall mean the person, partnership, firm, or corporation identified in the Checklist, and shall include Developer's agents, employees, and subcontractors.
- F. "Developer's Engineer" shall mean the engineering firm, and that firm's representatives, which may be approved by the City to act as the engineer for the Extensions to be performed under this Agreement.
- G. "Extensions" shall have the meaning ascribed in the Agreement .
- H. "Or Equal" shall mean any manufactured article, material, method, or work which, in the opinion of the City Engineer, is equally desirable or suitable for the purposes intended in the Specifications and the Contract Documents as compared with similar articles specifically mentioned therein.
- I. "Plans" shall mean all instructions, shop drawings, and other official drawings (and reproductions of the same) made or to be made pertaining to the Extensions or to

any structure connected therewith, including supplemental instructions, drawings or documents furnished by the City Engineer at Developer's request, which, in the City Engineer's sole discretion, are necessary for the proper construction of the Extensions, provided that all such supplemental drawings and instructions must be consistent with the Contract Documents.

- J. "Specifications" shall mean the design specifications and criteria identified in the Standards for Preparation of Extension Plans and Specifications.

3. **PLANS AND SPECIFICATIONS; OMISSIONS AND DISCREPANCIES**

Developer shall carefully study and compare all Plans and Specifications and other instructions and shall, prior to ordering material or performing work, report in writing to the City Engineer any error, inconsistency, or omission in respect to design, construction or cost which Developer may discover. If Developer, in the course of this study or in the construction of the Extensions, finds any discrepancy between the Plans, or any such errors or omissions in respect to design, construction, or cost in drawings or in the layout as given by points and instructions, it shall be Developer's duty to inform the City Engineer immediately in writing, and the City Engineer shall promptly check the same. Any work done after such discovery will be done at Developer's risk.

4. **STATUS OF CITY ENGINEER**

- A. Except for the method or manner of performing the work, the Extensions are to be constructed under the general supervision and to the complete satisfaction of the City Engineer, or his/her duly authorized representative, who shall use his/her reasonable discretion and professional experience as to the true interpretation and meaning of the project application, Plans, Specifications, and estimates and as to all questions arising as to proper performance of the work. The City Engineer has the authority to stop work whenever, in his/her opinion, such stoppage may be necessary to ensure proper execution of the contract. The City Engineer may also reject all work and materials which in his/her opinion, do not conform to the contract.
- B. The City Engineer shall use his/her reasonable discretion and professional experience to decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed and all questions as to the

acceptable fulfillment and performance of the Agreement on the part of Developer. The decision of the City Engineer in such matters shall be final.

- C. The City Engineer may direct the sequence of conducting work when it is in locations where the City is doing work either by contract or by its own forces or where such other work may be affected by the Extensions, in order that conflict may be avoided and the Extensions be harmonized with work under other contracts, or with other work being done in connection with, or growing out of, operations of the City. Nothing in this Section 4(C) shall be interpreted to relieve Developer of its obligations or liabilities under the Contract Documents.
- D. Neither the City Engineer nor his/her representatives have the authority to waive the Developer's obligation to perform work in accordance with the Contract Documents. However, the City Engineer shall have the authority to authorize minor field changes. Failure or omission on the part of the City Engineer or his/her representatives to condemn unsuitable, inferior, or defective work and/or labor or material or equipment furnished under the application shall not release Developer or his/her bond from performing the work in accordance with the Contract Documents.

**5. SURVEYS, PERMITS, LAWS, AND REGULATIONS**

- A. Developer shall furnish all property boundary surveys unless otherwise specified. Permits, permission under franchises, licenses, and bonds of a temporary nature necessary for the prosecution of the work, and inspection fees in connection therewith shall be secured and paid for by Developer. Where the City is required to secure such permits, permission under franchises, and licenses and bonds and to pay the fees, Developer shall reimburse the City for such costs incurred.
- B. Developer shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the construction of the Extensions and obligations under the Contract Documents. If Developer observes that the Contract Documents, or any part thereof, are inconsistent, Developer shall promptly notify the City Engineer in writing, and any necessary changes shall be made. If Developer performs any work contrary to such laws, ordinances, rules and regulations, or prior to obtaining permits, permission under franchises, licenses, and/or bonds as required to be furnished by or obtained by the City, Developer does so at its own risk.

**6. CONSTRUCTION STAKING**

Developer shall, at Developer's sole expense, furnish all construction points, stakes, and instructions necessary to control the horizontal and vertical placement of all facilities to be constructed by Developer pursuant to the Contract Documents. Construction points, stakes and instructions to be provided by Developer shall meet the following minimum requirements:

**A. Sewer Extension**

1. One complete set of grade stakes and suitable offset stakes at each manhole. Developer shall provide to the City one (1) set of grade sheets (cut sheets) showing hub to sewer invert.
2. A stake at each property corner and a stake along the property line 20 feet off-set from the edge of the public right-of-way at each location where a side sewer stub is to be installed.
3. Sufficient horizontal and vertical reference marks and stakes to accurately locate and construct all other sewer facilities and structures to be constructed.

**B. Storm Water Extension**

1. One complete set of grade stakes and suitable offset stakes at each storm drain and intermediate grade stakes at an offset acceptable for construction at 50 foot intervals between storm drains. Developer shall provide to the City one (1) set of grade sheets (cut sheets) showing hub to storm water invert.
2. Sufficient marks to locate all surface features such as manhole covers, valve box covers, storm drain grades, and all other surface features requiring exposure to the surface of the roadway.
3. Double 20-foot offsets for each corner of storm structures such as vaults or tanks.

Developer shall perform all property surveys necessary for placement of the construction stakes including surveys of easements. Developer shall provide to the City drawings showing the bearing and dimensions of all property lines, ties to adjacent subdivisions and section control and the calculated closure of all control traverses. All surveying and construction staking shall be performed by a professional land surveyor licensed in the state of Washington.

**7. INSPECTION AND TESTS**

- A. Inspection of the work by the City and its authorized agents shall be strictly for the benefit of the City, and nothing contained herein shall be construed to relieve Developer of its obligations under this Agreement.
- B. The City Engineer and his/her representatives shall, at all times, have access to the Extensions for the purpose of inspecting and testing, wherever it is in preparation or progress, and Developer shall provide proper facilities for such access and for such inspection and testing.



- C. If any work should be covered up without approval or consent of the City Engineer, it must, if required by the City Engineer, be uncovered for inspection at Developer's expense.
- D. Re-examination of questioned work may be ordered by the City Engineer; and, if so ordered, the work shall be uncovered by Developer. If such work is found by the City Engineer to be in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work is found not in accordance with the Contract Documents, Developer shall pay such costs.
- E. Developer shall make tests of the work as required by the City Engineer at Developer's expense and shall maintain a record of such test.
- F. For a performance test to be observed by the City Engineer, Developer shall make whatever preliminary tests are necessary to assure that the materials and/or equipment are in accordance with the Specifications. If, for any reason, the test observed by the City Engineer is unsatisfactory, Developer shall pay all costs incurred by the City Engineer for the inspection and supervision of all further testing.
- G. Where work is performed outside of the normal 40-hour work week, Developer shall pay City's additional costs for inspection and supervision, if applicable.
- H. Where the Plans, Specifications, City Engineer's instructions, laws, ordinances, or any government authority require any work to be specifically tested or inspected, Developer shall give the City Engineer timely notice of the date fixed for such inspection. Required certificates of inspection by authorities other than the City Engineer shall be secured by Developer and copies provided to the City Engineer.
- I. Inspection during construction will be provided as deemed necessary by the City Engineer.
- J. Written notice of deficiencies, adequately describing the same, shall be given to Developer upon completion of each inspection, and Developer shall correct these deficiencies within seven (7) days of notice thereof, or as agreed upon in writing by both parties, and before final inspection will be made by the City Engineer.
- K. A representative of Developer or Developer's contractor shall arrange a time with and accompany the City Engineer on the final inspection and subsequent inspections, if required, thereafter.
- L. Deficiencies discovered at the final inspection shall be corrected within seven (7) days notice thereof or as agreed upon by both parties, and in no instance shall

service be provided until said deficiencies are corrected and the extension passes re-inspection.

- M. All costs incurred by the City for inspection, including the fees and charges of its City Engineer, except as specifically provided for in this section, shall be paid by Developer, and a deposit for this may be required in advance by the City.
- N. Neither inspection nor acceptance by the City shall relieve Developer of any responsibility or liability, whether to the City or others, provided in the Contract Documents.

**8. PLANS AND SPECIFICATIONS ACCESSIBLE**

- A. The City shall furnish one (1) copy of Plans and Specifications to Developer, who shall keep at least one (1) copy of the same constantly accessible at the construction site.
- B. Where shop drawings are required to be submitted for acceptance, one (1) copy of the approved shop drawings shall be kept constantly accessible at the construction site.

**9. OWNERSHIP OF DRAWINGS**

All Plans, Specifications and copies thereof prepared or furnished by the City Engineer are his/her property. They are not to be used on other work and, with the exception of the signed Agreement, and are to be returned to him/her upon completion of the work.

**10. INSURANCE**

The Developer shall carry liability and property damage insurance covering all work performed under the Contract Documents, including work done by subcontractors. This insurance shall name the City and its employees as co-insureds and shall be deemed primary coverage, with any insurance carried by the City classified as additional coverage. Unless otherwise specified, the insurance shall be carried as follows: Bodily Injury, each person - \$3,000,000, each accident; Property Damage, each accident - \$3,000,000.

**11. MATERIALS AND EQUIPMENT; MATERIALS AND EQUIPMENT LIST**

- A. Materials and equipment shall be new and as specified in the Contract Documents, or if not specified, shall be of a quality approved by the City Engineer. All materials and equipment furnished are warranted by Developer as new and as in compliance with the Plans and Specifications, if specified therein, and as suitable for the intended purpose. In addition thereto, the Developer shall furnish the City with

copies of the supplier's warranty. Except in the event of fraud or bad faith by Developer, the warranty described in this Section 11(A) shall be limited to one (1) year.

- B. Developer shall file two (2) copies of its materials and equipment list with the City Engineer prior to commencing construction of the Extensions. This list shall include the quantity, manufacturer and model number, if applicable, of materials and equipment to be installed under the Contract Documents. This list will be checked by the City Engineer as to conforming with the Plans and Specifications. The City Engineer will pass upon the list with reasonable promptness, making note of required corrections.

Developer shall make any required corrections and file two (2) corrected copies with the City Engineer within one week after receipt of notice of required corrections. The City Engineer's review and acceptance of the lists shall not relieve Developer from responsibility for deviations from the Plans and Specifications or warranty for suitability for the intended purpose unless Developer has, in writing, called the City Engineer's attention to such deviations at the time of submittal and secured the City Engineer's written approval for such deviation.

## **12. SHOP DRAWINGS**

All shop details, structural steel, pipe, machinery, equipment, schedules, bending diagrams, reinforcing steel, and other detail drawings furnished by the Developer, as required and provided for in the specifications. Developer shall check and verify all field measures. Developer shall submit with such promptness as to cause no delay in its own work or in that of any other contractor, two (2) copies, checked and approved by Developer, of all shop or setting drawings and schedules (all collectively herein referred to as "shop drawings") required for the work of the various trades in the construction of the Extensions or where requested by the City Engineer, and shall verify all field various trades in the performance of the work or where requested by the City Engineer and shall verify all field measurements or conditions to which the shop drawings are applicable. The City Engineer shall pass upon them with reasonable promptness making note of required corrections, including those related to design and artistic effect. Developer shall make any corrections required by the City Engineer and, within one (1) week after receipt of the notice of required corrections, shall file with the City Engineer two (2) corrected copies and furnish such other copies as may be needed by the City Engineer. The City Engineer's acceptance of such drawings or schedules shall not relieve Developer from responsibility for deviation from drawings, Plans, or Specifications, unless Developer has, in writing, called the City Engineer's attention to such deviation at the time of submission and secured the City Engineer's written approval, nor shall it relieve Developer from responsibility for errors in shop drawings or schedules.

## **13. CUTTING AND FITTING**

Developer shall do all cutting and fitting of its work that may be required to make any of the Extensions' several parts come together properly, and fit it to receive or be received by work of other developers or contractors shown or reasonably implied by the Plans and Specifications for the completed structure, and Developer shall restore all surfaces damaged by cutting and fitting as the City Engineer may direct.

**14. LABOR, MATERIALS, EQUIPMENT, FACILITIES, AND WORKMEN**

- A. Developer shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work, except as otherwise stipulated in the Contract Documents.
- B. The Developer shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any person unfit or not skilled in the work assigned to him/her. Employees or agents of Developer, who, in the opinion of the City Engineer, may impair the quality of the Extensions shall forthwith be discharged by Developer upon the written request of the City Engineer.
- C. During the term of the Agreement, neither party shall employ nor hire any employee of the other party, nor of the City Engineer, without the written consent of the other party. Neither party shall use any work performed or any information obtained from any employee hired in violation of this provision in making a claim against the other party.
- D. Necessary sanitation conveniences for the use of workmen on the job, properly secluded from public observation, shall be provided and maintained by Developer.

**15. SAMPLES**

The Developer shall furnish for approval all samples as directed by the City Engineer. The finished work shall be in accordance with approved samples. Approval of samples by the City Engineer does not relieve the Developer of performance of the work in accordance with the Contract Documents.

**16. DETERMINATION OF "OR EQUAL"**

The City Engineer shall make the determination regarding questions of "or equal" for any supplies or materials proposed by Developer. Developer shall pay to the City the cost of tests and evaluation by the City Engineer to determine acceptability of alternatives proposed by Developer, in accordance with Section 4 of the Agreement.

**17. ROYALTIES AND PATENTS**

Developer shall defend, indemnify and hold the City harmless for all claims and/or suits brought against the City by reason of infringement of patent rights or licenses on any material, machine, appliance, or process that Developer may use on the work or incorporate into the finished job. Such indemnity shall include the costs of defense by an attorney selected by Developer and approved by the City.

**18. PAYMENT OF PREVAILING WAGES**

Developer does not have to pay prevailing wages on projects without City funding.

**19. PROTECTION OF WORK AND PROPERTY AND SAFETY**

- A. Developer shall continuously maintain adequate protection of the work from damage and shall protect City's property from injury or loss arising in connection with and during the term of the Agreement. Developer shall make good any such damage, injury, or loss, except as may be directly due to the negligence of agents or employees of the City. Developer shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions.
- B. Developer shall bear the risk of loss or damage for all finished or partially finished work until accepted by the City.
- C. Developer shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local safety laws and building codes. Developer shall erect and properly maintain at all times, as required by the conditions and progress of the Extensions, all necessary safeguards for protection of workmen and the public, shall post danger signs warning against known or unusual hazards; and shall designate a responsible member of its organization on the construction site whose duty shall be the prevention of accidents. The name and position of such person so designated shall be reported in writing to the City Engineer by Developer.

**20. EXISTING UTILITIES OR OBSTRUCTIONS**

- A. Developer shall not enter upon or place materials on other private premises except by written consent of the individual owners, and Developer shall save the City harmless from all suits and actions of every kind and description that may result from its use of private property.
- B. Underground utilities of record shall be shown on the Plans insofar as it is possible to do so. These, however, are shown for convenience only, and the City assumes no responsibility for improper locations or failure to show utility locations on the construction plans. Any underground utilities found during the course of

construction not properly shown on the Plans shall be recorded as to the nature, size, depth and orientation on the as-built drawings.

- C. Developer shall take adequate precautions to protect existing lawns, trees, shrubs, outside rights-of-way, sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto caused by its operations to the satisfaction of the City Engineer, except as otherwise provided in the Contract Documents.

**21. REPLACING IMPROVEMENTS**

Whenever it is necessary in the course of construction to remove or disturb culverts, driveways, roadways, pipelines, monuments, property stakes, or other existing improvements, whether on private or public property, they shall be replaced to a condition equal to or better than that existing before they were so removed and disturbed.

**22. SUPERINTENDENCE AND SUPERVISION**

Developer shall keep on the construction site during the construction of the Extensions a competent superintendent and any necessary assistants, all satisfactory to the City Engineer. The superintendent shall not be changed except with the consent of the City Engineer unless the superintendent ceases to be in Developer's employ. The superintendent shall represent Developer, and all directions given to the superintendent shall be as binding as though given to Developer. Instructions to Developer shall be confirmed in writing upon its request in each case. Developer shall give efficient supervision to the work, using its best skill and attention.

**23. WARRANTIES OF DEVELOPER**

Upon completion of the Extensions and approval and acceptance thereof by the City, Developer warrants to the City as follows:

- A. That Developer is the owner of the property and the same is free and clear of all encumbrances and that Developer has good right and authority to transfer title thereto to the City and will defend the title of the City against the claims of all third parties claiming to own the same or claiming an encumbrance against the same; and
- B. That the Extensions are in proper working condition, order, and repair as designed and that they are adequate and fit for the intended purpose of use as sewer, stormwater, and/or street systems, and as integral parts of the sewer, stormwater, and/or street systems of the City; and
- C. That all parts of the Extensions shall remain in proper working condition, order and repair as designed except where abused or neglected by the City; and that

Developer shall repair or replace, at its own expense, any work or material which may prove to be defective during the period of this warranty. Developer shall obtain warranties and guaranties from its subcontractors and/or suppliers where such warranties or guaranties are specifically required herein and shall deliver copies of such to the City upon completion of the Extensions. When corrections of defects occurring within the warranty period are made, Developer shall further warrant corrected work for one (1) year after acceptance by the City.

Except in the event of fraud or bad faith by Developer, the warranty described in this Section 23 shall be limited to one (1) year.

**24. CORRECTION OF DEFECTS OCCURRING WITHIN WARRANTY PERIOD**

When defects occurring within the warranty period are discovered, Developer shall work to remedy any such defects within seven (7) days of notice of discovery thereof by the City, or as agreed upon in writing, and shall complete such work within a reasonable time as determined by the City. In emergencies, where damage or loss of service may result from delay, corrections may be made by the City immediately upon discovery; in which case the cost thereof shall be borne by Developer. In the event Developer does not commence and/or accomplish corrections within the time specified, the work shall be otherwise accomplished and the cost of same shall be paid by Developer.

Developer shall be responsible for any expenses incurred by the City resulting from defects in the Developer's work including actual damages, cost of materials, and labor expended by the City in making emergency repairs, and cost of engineering, inspection, and supervision by the City or City Engineer, as well as reasonable attorneys' fees and expert witness fees to be fixed by the court in any action which the City may commence against the Developer to enforce the provisions hereof.

**25. SUBLETTING AND SUBCONTRACTING**

Developer is fully responsible and liable to the City for the acts and omissions of its employees, subcontractors, and all other persons either directly or indirectly employed or contracted with by subcontractors. The City's consent to subcontracting part of the work shall in no way release Developer from responsibility under the Agreement, and Developer will be held in all respects accountable for the same as if no consent had been given. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the City.

**26. SEPARATE CONTRACT; INTERFERENCE WITH OTHER DEVELOPERS**

The City reserves the right to perform work with its own forces or to let contracts for work under similar general conditions in connection with this project or other projects.

Developer shall afford the City and other contractors reasonable opportunity for the execution of their respective work.

**27. LOSS OF MARKERS**

The City shall not be responsible for costs to relocate service ends in the event of removal or destruction of the markers by parties other than the City.

**28. DISPUTE RESOLUTION**

A. Process for Alternative Dispute Resolution. The parties shall cooperate in good faith and deal fairly in performing their duties under the Contract Documents in order to accomplish their mutual objectives and avoid disputes. If a dispute arises, the parties shall resolve all disputes by the following progressive alternative dispute resolution process:

1. The parties shall first seek a fair and prompt negotiated resolution.

2. If negotiation is not successful, either party may demand binding arbitration in accordance with RCW 7.04.060; provided, that within twenty (20) days of the initial arbitration demand, the parties shall attempt to resolve the dispute by nonbinding third-party mediation. Mediation efforts shall not delay or affect the arbitration hearing date unless agreed by the parties.

3. If the dispute is not resolved through mediation within forty-five (45) days of the initial arbitration demand, the parties shall proceed with the binding arbitration; provided, that the mediator shall prepare and deliver to the arbitrator a final written recommendation for resolution of the dispute.

B. Selection of Arbitrator. There shall be one arbitrator agreed upon by the parties, or, if the parties cannot agree on the identity of the arbitrator within ten (10) days of the initial arbitration demand, the arbitrator shall be selected by the administrator of the American Arbitration Association (AAA) office in Seattle from its Large, Complex Case Panel (or shall have similar professional credentials). The arbitrator shall be an attorney with at least fifteen (15) years' experience in the practice of law and shall reside in the Seattle/King County metropolitan area. Whether a claim is covered by the Contract Documents shall be determined by the arbitrator. All statutes of limitations which would otherwise be applicable in a court of law shall apply to any arbitration proceeding hereunder. The mediator shall be selected by the same manner as the arbitrator.

C. Procedures. The arbitration shall be conducted in accordance with the AAA Commercial Arbitration Rules in effect on the date of the initial arbitration demand, as modified by this Section 28. There shall be no dispositive motion practice. As



necessary to ensure a fair hearing, the arbitrator may authorize limited discovery, and may enter pre-hearing orders regarding (without limitation) scheduling, document exchange, witness disclosure and issues to be heard. The arbitrator shall not be bound by the rules of evidence or of civil procedure, but rather may consider such writings and oral presentations as reasonable business people would use in the conduct of their day-to-day affairs, and may require the parties to submit some or all of their case by written declaration or such other manner of presentation as the arbitrator may determine to be appropriate. The parties intend to limit live testimony and cross-examination to the extent necessary to ensure a fair hearing on material issues.

- D. Hearing – Law – Appeal Limited. The arbitrator shall hold a private hearing within ninety (90) days of the initial arbitration demand and shall take reasonable measures to conclude the hearing within three (3) days. The arbitrator's written decision shall be issued not later than fourteen (14) calendar days after the close of the hearing. These time limits are included in order to expedite the proceeding, but they are not jurisdictional, and the arbitrator may for good cause afford or permit reasonable extensions, which shall not affect the validity of the award. The written decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator shall apply substantive law. Absent fraud, collusion or willful misconduct by the arbitrator, the award shall be final, and judgment may be entered in any court having jurisdiction over the parties. The arbitrator may award injunctive relief or any other remedy available from a judge, including the joinder of parties or consolidation of this arbitration with any other arbitration proceeding involving common issues of law or fact or which may promote judicial economy, but shall not have the power to award punitive or exemplary damages.
- E. Provisional Remedies. Pending selection of the arbitrator, either party may request the AAA to unilaterally appoint an interim arbitrator for the limited purpose of awarding temporary or preliminary relief. This award may be immediately entered in any federal or state court having jurisdiction over the parties even though the decision on the underlying dispute may still be pending. Once appointed, the official arbitrator may, upon request of a party, issue a superseding order to modify or reverse such temporary or preliminary relief or may confirm such relief pending a full hearing on the merits of the underlying dispute, which order may be immediately entered in any federal or state court having jurisdiction over the parties, even though the decision on the underlying dispute may remain pending. Such relief may be granted by the arbitrator only after notice to and opportunity to be heard by the opposing party, unless the party applying for such relief demonstrated that its purpose would be rendered futile by giving notice.
- F. Attorneys' Fees and Costs. The arbitrator shall award attorneys' fees, expert witness fees, and costs to the prevailing party, but only if the award to the prevailing party

exceeds the mediator's recommendation. Except as otherwise provided in the Agreement, neither party is entitled to payment of its attorneys' fees by the other party for disputes resolved prior to a final decision of the arbitrator.

Nothing in this Section 28 shall affect Developer's responsibility to reimburse the City for attorney fees and legal expenses in the normal course of the Agreement.

## **CERTIFICATE(S) OF INSURANCE**



## City Council Agenda Bill

SUBJECT:		Agenda Date: August 16, 2016	AB16-091
<b>A Resolution Authorizing an Interlocal Agreement with the Cities of Snoqualmie, Carnation and Duvall to establish an Emergency Management Organization (EMO)</b>		Department/Committee/Individual	
		Mayor Ken Hearing	
		City Administrator – Londi Lindell	
		City Attorney - Mike Kenyon	
		City Clerk – Susie Oppedal	
		Community & Economic Development – Gina Estep	
		Finance – Dawn Masko	
		Public Works – Mark Rigos	X
Cost Impact: N/A			
Fund Source: N/A			
Timeline: Immediate			
<b>Attachments:</b> Resolution, Interlocal Agreement			
<p><b>SUMMARY STATEMENT:</b></p> <p>In late 2015, City of Snoqualmie’s Fire Chief Mark Correira (and Emergency Management Director) approached the Cities of North Bend, Duvall, and Carnation to entertain the idea of partnering as an organization to apply for grant funding. City of Snoqualmie’s population was less than the threshold, but “pooling” the cities of Duvall, Carnation and North Bend passes the population threshold and allows the cities to become an EMO.</p> <p>The establishment of an EMO among the four major Snoqualmie Valley municipalities, North Bend, Snoqualmie, Carnation and Duvall, is mutually beneficial as it allows cooperation in applying for and obtaining regional emergency management grant funding for training, disaster response and other emergency management activity. This agreement identifies the City of Snoqualmie as the lead agency, and North Bend, Carnation and Duvall as partnering EMO’s. The organization allows North Bend to benefit from Snoqualmie’s lead and coordination of grant applications and business meetings, provide agendas, handouts and will also include training opportunities for disaster response. Emergency Management is a critical component of City planning and this agreement will benefit the citizens of North Bend, as well as the entire Snoqualmie Valley.</p> <p>The City of North Bend expects to receive approximately \$3,000 per year in grant funding related to emergency management materials and supplies such as street signs, sand, maps, etc. and includes disaster training support from emergency management consultants.</p>			
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The Transportation and Public Works Committee reviewed this item at its August 10, 2016 meeting and recommended approval.</p>			
<p><b>RECOMMENDED ACTION:</b> <b>MOTION to approve AB16-091, a resolution authorizing an Interlocal Agreement with the Cities of Snoqualmie, Carnation and Duvall for the establishment of an Emergency Management Organization.</b></p>			
<b>RECORD OF COUNCIL ACTION</b>			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
August 16, 2016			



## RESOLUTION

### **A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT AMONG THE CITIES OF SNOQUALMIE, CARNATION, DUVALL AND NORTH BEND TO ESTABLISH AN EMERGENCY MANAGEMENT ORGANIZATION**

**WHEREAS**, the cities of Snoqualmie, Carnation, Duvall and North Bend wish to partner as Emergency Management Organizations (EMO) for the purposes of applying for grant funding; and

**WHEREAS**, many grants require a minimum population and each of the cities' respective populations do not meet this threshold but by pooling their populations the cities of Snoqualmie, Duvall, Carnation and North Bend will meet the eligibility threshold and allow the cities to become an EMO; and

**WHEREAS**, the establishment of an EMO among the four major Snoqualmie Valley municipalities is mutually beneficial as it allows cooperation in applying for and obtaining regional emergency management grant funding for training, disaster response and other emergency management activity;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1. EMO Interlocal Agreement Approved.** The EMO Interlocal Agreement among the cities of North Bend, Snoqualmie, Carnation and Duvall is approved by the North Bend City Council and the Mayor is authorized to execute the same.

**PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16<sup>TH</sup> DAY OF AUGUST, 2016.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Kenneth G. Hearing, Mayor**

\_\_\_\_\_  
**Michael R. Kenyon, City Attorney**

**ATTEST/AUTHENTICATED:**

Effective:  
Posted:

\_\_\_\_\_  
**Susie Oppedal, City Clerk**



**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF SNOQUALMIE, DUVALL,  
CARNATION AND NORTH BEND FOR THE ESTABLISHMENT OF A REGIONAL  
EMERGENCY MANAGEMENT ORGANIZATION (EMO)**

**THIS AGREEMENT** is made and entered into on this \_\_\_ date of \_\_\_\_\_ 2016, by and between the City of Snoqualmie, a Washington municipal corporation, the City of Carnation, a Washington municipal corporation, the City of Duvall, a Washington municipal corporation, and the City of North Bend, a Washington municipal corporation.

**RECITALS**

A. The City of Snoqualmie ("Snoqualmie") is a Washington municipal corporation, located in eastern King County. Snoqualmie has established a local organization for emergency management ("EMO") and has adopted a local comprehensive emergency management plan ("CEMP") pursuant to RCW 38.52.070. The City owns and operates an Emergency Operations Center ("EOC") within the City of Snoqualmie.

B. The Cities of North Bend, Carnation and Duvall are Washington municipal corporations. North Bend, Carnation and Duvall have each established a local organization for emergency management ("EMO") and have each adopted a local comprehensive emergency management plan ("CEMP") pursuant to RCW 38.52.070. North Bend, Carnation and Duvall are referred to collectively as "Partnering EMOs". The Partnering EMOs and Snoqualmie are collectively referred to as "the Parties."

C. It would be mutually beneficial for Snoqualmie and the Partnering EMOs to cooperate in applying for and obtaining regional emergency management grant funding for training, disaster response and other emergency management activity, with Snoqualmie to serve as the lead agency.

D. The Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes municipal corporations to contract with one another to perform any act that each is independently authorized to perform; and

E. RCW 38.52.070 authorizes municipal governments to enter into joint emergency management agreements, and RCW 38.52.091 authorizes municipal governments to enter into mutual aid interlocal agreements for reciprocal emergency management activities; and

F. The parties enter into this Agreement in consideration of the mutual covenants and promises set forth in this Agreement, the mutual benefits to be derived by each, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW and Ch. 38.52 RCW.

NOW, THEREFORE, the parties have entered into this Agreement under the terms and conditions set forth herein:



1. Purpose of Agreement. This Agreement has been entered into in order to facilitate coordinated emergency management planning, training and other emergency management activities between Snoqualmie and the Partnering EMOs. It also designates Snoqualmie as the “lead agency” and explains the parameters in which the lead agency shall function.

2. Designation and Obligations of Lead Agency (Snoqualmie).

2.1. Snoqualmie is designated as the Lead Agency for the coordinated emergency management activities provided for herein.

2.2 As the Lead Agency, Snoqualmie shall administratively support coordinated emergency management activities, and shall:

2.2.1. Coordinate the preparation and submission of a joint Emergency Management Program Grant Application on behalf of Snoqualmie and the Partnering EMOs; allocate to the Partnering EMOs their pro rata share of grant fund proceeds determined in accordance with WAC 118-09-040 (less the administrative fee provided for in Section 3 below); and provide any tracking/reporting required by the terms and conditions of the grant.

2.2.2. Coordinate and schedule business meetings among the Parties. Business meetings shall be held not less than two times per year at a day and time mutually agreed to between all parties.

2.2.3. Provide agendas, handouts, take notes and / or minutes of meetings, and provide other necessary general support related to business meetings provided for by this Agreement.

2.2.4. Provide individualized progress reports to the Partnering EMOs upon request.

2.2.5. Distribute emergency management business information and training opportunities to the Partnering EMOs.

2.2.6. Provide such other support to any EMO endeavors mutually agreed by the Parties.

2.2.7. Upon request, and only if mutually agreed to between the Lead Agency and a requesting party or parties, provide consultation advice and/or training on emergency management activity, programs and/or procedures. Consultation/advice/training under this subsection is outside of the Lead Agency administrative responsibilities outlined above, and therefore would be provided at a compensation rate mutually agreed to between the parties. Examples of this would include a Lead Agency review and update of the city’s comprehensive emergency management plan (CEMP), drafting of CEMP annexes, or updates to other comprehensive documents.

3. Obligation of Partnering EMOs (North Bend, Carnation and Duvall). The Partnering EMOs shall (a) provide timely feedback on items of mutual interest to the Parties, (b) meet deadlines as established through the EMPG funding process, by the Lead Agency, or the Parties, and (c) meet all requirements as defined in the WAC and RCW specific to EMPG funding requirements. In consideration of administrative

support provided by the Lead Agency, the Partnering EMOs agree that Snoqualmie shall be entitled to retain an amount equivalent to 5% of the EMPG fund distribution or other EMO grants received by any Partnering EMO.

4. The Parties' Ordinances, Rules, and Regulations. In executing this Agreement, no Party assumes liability or responsibility for or in any way releases the other Parties (individually or collectively) from any liability or responsibility which arises in whole or in part from the existence or effect of the Party's (or Parties') ordinances, rules, or regulations, policies or procedures. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any individual Party's ordinance, rule, or regulation is at issue, that Party shall defend the same at its sole expense and if judgment is entered or damages are awarded against the Parties collectively, the Party whose ordinance, rule regulation, policy or procedure was the subject of the proceeding shall satisfy the same, including all chargeable costs and attorneys' fees.

5. Indemnity. The Parties shall indemnify each other as follows:

5.1. Snoqualmie Indemnity. Snoqualmie shall protect, indemnify, and save harmless the Partnering EMOs and their officers, elected officials, agents, volunteers, and employees from any and all costs, claims, judgments, or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors, or omissions of Snoqualmie in performing this Agreement.

5.2. Duvall Indemnity. Duvall shall protect, defend, indemnify, and save harmless Snoqualmie, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts, errors, or omissions of Duvall, its officers, employees, or agents in performing this Agreement.

5.3. Carnation Indemnity. Carnation shall protect, defend, indemnify, and save harmless Snoqualmie, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts, errors, or omissions of Carnation, its officers, employees, or agents in performing this Agreement.

5.4. North Bend Indemnity. North Bend shall protect, defend, indemnify, and save harmless Snoqualmie, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts, errors, or omissions of North Bend, its officers, employees, or agents in performing this Agreement.

5.5. Survival of Indemnities. The provisions of this Paragraph shall survive the expiration or termination of this Agreement. No obligation shall exist to indemnify

for injuries caused by or resulting from events occurring after the termination of this Agreement.

6. Actions Contesting Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of Snoqualmie, North Bend, Carnation and/or Duvall to undertake the activities contemplated by this Agreement. If all parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and such party shall move to intervene. Each party shall bear any costs and expenses taxed by the court against it separately, provided any costs and expenses assessed by a court against both parties jointly shall be shared equally.

7. Financing. There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

8. Property. This Agreement does not provide for the acquisition, holding, or disposal of any real or personal property.

9. Joint Administrative Board. No separate legal or administrative entity is created by this Agreement, and nothing herein shall be construed as creating a joint emergency management organization under RCW 38.52.070 or WAC 118-30-040(1). To the extent legally required, this Agreement shall be administered by the City Administrator for Snoqualmie or his/her designee, the City Manager for Carnation or his/her designee, the City Administrator for Duvall or his/her designee and the City Administrator for North Bend or his/her designee as a Joint Administrative Board.

10. Dispute Resolution. It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at staff level. In the event disputes cannot be resolved informally at the staff level, resolution shall be sought by the City Administrators of each city and if unsuccessful, then the parties agree to submit the dispute to non-binding mediation/dispute resolution. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation pursuant to RCW 7.07, before instituting any proceeding in Superior Court.

11. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of one Party the employee of any other Party or Parties for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. At all times pertinent hereto, employees of Snoqualmie are acting as Snoqualmie employees, employees of North Bend are acting as North Bend employees, employees of Carnation are acting as Carnation employees,

and employees of Duvall are acting as Duvall employees. Further, nothing in this Agreement requires Snoqualmie to undertake emergency management activities within the jurisdiction or boundaries of any Partnering EMO, or to require any individual Partnering EMO to undertake emergency management activities within the jurisdiction or boundaries of Snoqualmie or any other Partnering EMO.

12. Notices. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

**Duvall:**

Matthew Morton, City Administrator  
PO Box 1300  
Duvall, WA 98019

**Snoqualmie:**

Bob Larson, City Administrator  
City of Snoqualmie  
P.O. Box 987  
Snoqualmie, WA 98065

**North Bend:**

Londi Lindell, City Administrator  
City of North Bend  
P.O. Box 896  
North Bend, WA 98045

**Carnation**

Phil Messina, City Manager  
PO Box 1238  
Carnation, WA 98014

13. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

14. Assignability. The rights, duties, and obligations of either party to this Agreement shall not be assignable.

15. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

16. Duration. The effective date of this Agreement shall \_\_\_\_\_, 2016, and shall remain in full force and effect for a period of one year, and shall automatically renew for successive one year terms unless terminated pursuant to Section 17.

17. Termination of Agreement. Any Party may give notice of termination with or without cause upon thirty days' written notice to the other Parties. Upon termination, the Parties obligations (including without limitation the Lead Agency's obligations under Section 2.2.1 above) shall cease.

18. Recording. Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the King County Department of Records upon full execution or posted on Snoqualmie's, Carnation's, Duvall's and North Bend's respective websites listed by subject matter.

19. Insurance. Each party will be responsible for maintaining its own insurance.

20. General Provisions. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the parties. Any provision of this Agreement which is declared invalid or illegal shall in no way effect or invalidate any other provision. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

CITY OF SNOQUALMIE

CITY OF NORTH BEND

\_\_\_\_\_  
Matthew Larson, Mayor  
Signed:\_\_\_\_\_

\_\_\_\_\_  
Kenneth Hearing, Mayor  
Signed:\_\_\_\_\_

CITY OF CARNATION

\_\_\_\_\_  
Jim Berger, Mayor  
Signed:\_\_\_\_\_

CITY OF DUVALL

\_\_\_\_\_  
Will Ibershof, Mayor  
Signed:\_\_\_\_\_

**ATTEST/AUTHENTICATED:**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney, Snoqualmie  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Attorney, Carnation  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Attorney, North Bend  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Attorney, Duvall  
Dated: \_\_\_\_\_





## City Council Agenda Bill

<b>SUBJECT:</b>	<b>Agenda Date: August 16, 2016</b>	<b>AB16-092</b>																																			
<b>An Ordinance Amending the North Bend Municipal Code to reduce the allowable construction hours on Saturday and prohibit construction on Sunday and legal holidays</b>	Department/Committee/Individual																																				
	Mayor Ken Hearing																																				
	City Administrator – Londi Lindell	X																																			
	City Attorney - Mike Kenyon																																				
	City Clerk – Susie Oppedal																																				
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	Finance – Dawn Masko																																				
	Public Works – Mark Rigos																																				
Cost Impact: N/A																																					
Fund Source: N/A																																					
Timeline: Immediate																																					
<b>Attachments: Ordinance</b>																																					
<p><b>SUMMARY STATEMENT:</b></p> <p>Due to the increase in construction activity in the City of North Bend, the City Council and City staff have received complaints from citizens regarding construction noise disrupting the quiet enjoyment and use of their property particularly over the weekend.</p> <p>Section 8.26.110 of the North Bend Municipal Code (NBMC) currently allows developers to engage in construction activities seven (7) days a week between the hours of 7:00 a.m. and 8:30 p.m. In 2014, the City received complaints from citizens about construction sounds running late into the evening. At that time, developers were allowed to engage in construction activities until 10:00 p.m. in the evening and Council reduced the allowable construction hours to 8:30 p.m. in response to such complaints.</p> <p>Recently, the complaints have focused on the fact that the construction activity continues during the weekend which is typically family oriented time and that such noise is interfering with families' quiet enjoyment of their properties.</p> <p>In reviewing other cities' construction hours, it appears North Bend's construction hours are more liberal as follows:</p> <table border="1"> <thead> <tr> <th>City</th><th>North Bend</th><th>Kirkland</th><th>Bellevue</th><th>Edmonds</th><th>Bothell</th><th>Yarrow Pt</th></tr> </thead> <tbody> <tr> <td>Mon-Fri</td><td>7am-8:30pm</td><td>7am-8pm</td><td>7am-6pm</td><td>7am-6pm</td><td>7am-8pm</td><td>7am-6pm</td></tr> <tr> <td>Sat</td><td>7am-8:30pm</td><td>9am-6pm</td><td>9am-6pm</td><td>10am-6pm</td><td>9am-6pm</td><td>9am-5pm</td></tr> <tr> <td>Sun</td><td>7am-8:30pm</td><td>Not Allowed*</td><td>Not Allowed*</td><td>Not Allowed*</td><td>Not Allowed</td><td>Not Allowed</td></tr> <tr> <td>Holidays</td><td>7am-8:30pm</td><td>Not Allowed*</td><td>Not Allowed*</td><td>Not Allowed*</td><td>Not Allowed</td><td>Not Allowed</td></tr> </tbody> </table> <p>*Director can approve work in limited circumstances</p> <p>The attached ordinance follows the majority of the foregoing cities and reduces the hours of allowable construction activities on Saturday from 9:00am until 6:00pm and prohibits all construction on Sundays and legal holidays except in the case of emergency and other limited circumstances if approved by the Public Works Director.</p>			City	North Bend	Kirkland	Bellevue	Edmonds	Bothell	Yarrow Pt	Mon-Fri	7am-8:30pm	7am-8pm	7am-6pm	7am-6pm	7am-8pm	7am-6pm	Sat	7am-8:30pm	9am-6pm	9am-6pm	10am-6pm	9am-6pm	9am-5pm	Sun	7am-8:30pm	Not Allowed*	Not Allowed*	Not Allowed*	Not Allowed	Not Allowed	Holidays	7am-8:30pm	Not Allowed*	Not Allowed*	Not Allowed*	Not Allowed	Not Allowed
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Holidays	7am-8:30pm	Not Allowed*	Not Allowed*	Not Allowed*	Not Allowed	Not Allowed																															
<p><b>COMMITTEE REVIEW AND RECOMMENDATION:</b> The City Council's Transportation and Public Works Council Committee reviewed the proposed amendment to the NBMC and recommended approval on August 10, 2016.</p>																																					
<p><b>RECOMMENDED ACTION: MOTION to approve AB16-092, an ordinance amending North Bend Municipal Code Section 8.26.110 and creating a new Section 8.26.115 to reduce allowable construction hours, as a first and final reading.</b></p>																																					
<b>RECORD OF COUNCIL ACTION</b>																																					
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>																																			
August 16, 2016																																					





## ORDINANCE

**AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, RELATING TO NBMC TITLE 8.26, NOISE ABATEMENT AND CONTROL; CREATING A NEW NBMC SECTION 8.26.115 RELATING TO CONSTRUCTION NOISE; AMENDING 8.26.110 RELATING TO EXEMPT SOUNDS DURING DAYTIME HOURS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, the City of North Bend (“City”) has experienced an increase in complaints related to construction noise, and the City Council accordingly desires to more clearly regulate construction noise; and

**WHEREAS**, pursuant to RCW 70.107.060(3), the City Council finds that the construction noise control regulations included herein are justified by the special conditions arising from the substantially increased construction activity within the City, which has led to the related substantial increase in construction noise;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:**

**Section 1. New NBMC Section 8.26.115 (Construction noise), Created:** A new North Bend Municipal Code Section 8.26.115 is hereby created to read as follows:

**8.26.115 (Construction noise)**

Sounds caused by or arising out of construction activities at construction sites are permitted only between the hours of 7:00 a.m. and 8:30 p.m., Monday through Friday, and between 9:00 a.m. and 6:00 p.m. on Saturdays. Such sounds are prohibited at all other times, including at any time on Sundays or legal holidays, regardless of the day of the week of any such legal holiday.

Notwithstanding any other provision of this chapter, however, the Director of Public Works may authorize construction noise to otherwise occur when necessary in the Director’s reasonable discretion to accommodate

transportation mitigation such as evening haul routes, construction on government facilities which cannot be undertaken during permitted hours, construction activities and site stabilization in the fall prior to the onset of winter weather, emergency work, or similar unusual events.

**Section 2. NBMC Section 8.26.110 (Sounds exempt during daytime hours), Amended:** North Bend Municipal Code Section 8.26.110 is hereby amended to read as follows:

**8.26.110 Sounds exempt during daytime hours.**

The following sounds are exempt from the provisions of this chapter between the hours of 7:00 a.m. to 8:30 p.m.

A. Sounds originating from residential property relating to temporary projects for the maintenance or repair of homes, grounds and appurtenances including but not limited to lawn mowers, saws, hammering and gardening, but excluding sounds from race vehicles;

B. Sounds created by temporary blasting relating to an approved permit;

C. Sounds created by the installation or repair of essential utility service; and

D. Sounds created by aircraft, engine testing and maintenance not related to flight operations; provided, that aircraft testing and maintenance shall be conducted in remote sites whenever possible.

**Section 3. Severability:** Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 4. Effective Date:** This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16<sup>TH</sup> DAY OF  
AUGUST, 2016.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

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**Kenneth G. Hearing, Mayor**

\_\_\_\_\_  
**Michael R. Kenyon, City Attorney**

**ATTEST/AUTHENTICATED:**

Published:  
Effective:

\_\_\_\_\_  
**Susie Oppedal, City Clerk**